



**ASIA AFTER ANZUS:
PORTENTS FOR REGIONAL SECURITY**

Vol. II - Documentation

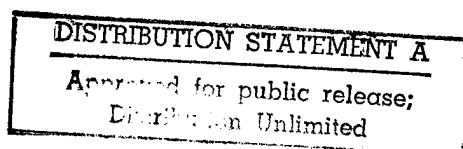
*A Report Prepared under an Interagency Agreement
by the Federal Research Division,
Library of Congress*

May 1986

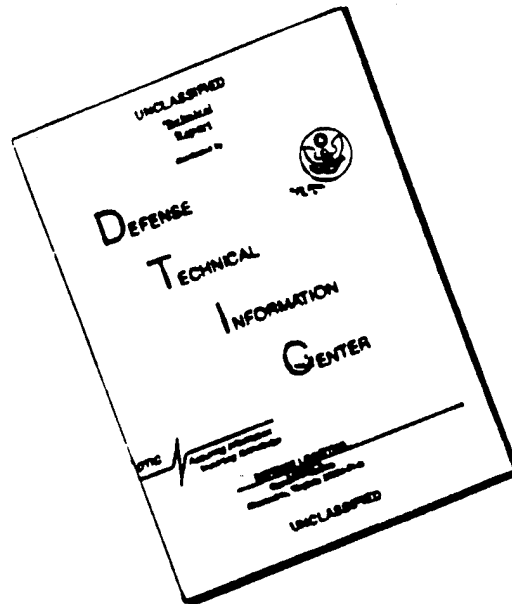
Author: Barbara A. LePoer

*Federal Research Division
Library of Congress
Washington, DC 20540-4840*

19960308 018



DISCLAIMER NOTICE



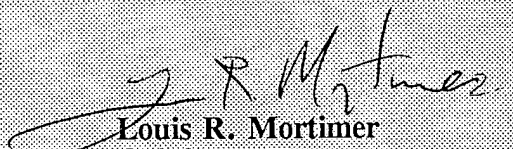
THIS DOCUMENT IS BEST
QUALITY AVAILABLE. THE COPY
FURNISHED TO DTIC CONTAINED
A SIGNIFICANT NUMBER OF
PAGES WHICH DO NOT
REPRODUCE LEGIBLY.

Dear Reader:

This product was prepared by the staff of the *Federal Research Division* of the *Library of Congress* under an interagency agreement with the sponsoring United States Government agency.

The Federal Research Division is the Library of Congress's primary fee-for-service research unit. At the request of Executive and Judicial branch agencies of the United States Government and on a cost-recovery basis, the Division prepares studies and reports, chronologies, bibliographies, foreign-language abstracts, databases, and other tailored products in hard-copy and electronic media. The subjects researched include the broad spectrum of social sciences, physical sciences, and the humanities.

For additional information on obtaining the research and analytical services of the Federal Research Division, please call 202-707-9905, fax 202-707-9920, via Internet frd@mail.loc.gov, or write to *Marketing Coordinator, Federal Research Division, Library of Congress, Washington, DC 20540-4840*.



Louis R. Mortimer
Chief
Federal Research Division
Library of Congress
Washington, DC 20540-4840

Vol. II - Documentation

TREATIES AND OTHER AGREEMENTS

(all dates refer to date of signing)

1. ANZUS Treaty--1 September 1951.
2. Defense treaties and agreements in force between the United States and Australia:
 - a. Mutual Defense Assistance--1 and 20 February 1951
 - b. Atomic Energy: Information for Mutual Defense Purposes--12 July 1957
 - c. Defense: Mutual Weapons Development Program--23 August 1960
 - d. Status of United States Forces in Australia--9 May 1963
 - e. Establishment of United States Naval Communication Station at North West Cape, Western Australia--9 May 1963; amended--12 July 1968, 21 March 1974, and 24 November 1982
 - f. Re-entry Experiments in Australia (Project Sparta)--30 March 1966
 - g. Establishment of Joint Defense Space Research Facility at Pine Gap (Alice Springs), Northern Territory--9 December 1966; amended and extended (until 1987)--19 October 1977
 - h. Establishment of Joint Defense Space Communications Station at Nurrungar (Woomera), South Australia--10 November 1969
 - i. Training of Army Units--4 November 1976
 - j. Use of RAAF Base Darwin--11 March 1981
3. Defense treaties and agreements in force between the United States and New Zealand:
 - a. Mutual Defense Assistance--19 June 1952
 - b. Sale of Military Equipment, Materials, and Services--25 March 1960
 - c. Reciprocal Advance of Funds for Temporary Support of Armed Forces Personnel--3 September 1969

d. Defense: Logistic Support--13 May and 21 June 1982

4. South Pacific Nuclear Free Zone Treaty--text endorsed by members of the South Pacific Forum (Australia, Cook Islands, Fiji, Kiribati, Nauru, New Zealand, Niue, Papua New Guinea, Solomon Islands, Tonga, Tuvalu, Vanuatu, and Western Samoa) and opened for signature--6 August 1985

MULTILATERAL

SECURITY TREATY

TIAS 2493
Sept. 1, 1951

Signed at San Francisco September 1, 1951; ratification advised by the Senate of the United States of America March 20, 1952; ratified by the President of the United States of America April 15, 1952; ratification of the United States of America deposited with the Government of Australia at Canberra April 29, 1952; proclaimed by the President of the United States of America May 9, 1952; entered into force April 29, 1952.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Security Treaty between Australia, New Zealand, and the United States of America was signed at San Francisco on September 1, 1951 by their respective plenipotentiaries, the original of which Treaty is word for word as follows:

SECURITY TREATY
BETWEEN
AUSTRALIA, NEW ZEALAND, AND
THE UNITED STATES OF AMERICA

The Parties to this Treaty,

59 Stat. 1031.

Reaffirming their faith in the purposes and principles of the Charter of the United Nations and their desire to live in peace with all peoples and all Governments, and desiring to strengthen the fabric of peace in the Pacific Area,

Ante, p. 3169.

Noting that the United States already has arrangements pursuant to which its armed forces are stationed in the Philippines, and has armed forces and administrative responsibilities in the Ryukyus, and upon the coming into force of the Japanese Peace Treaty may also station armed forces in and about Japan to assist in the preservation of peace and security in the Japan Area,

Recognizing that Australia and New Zealand as members of the British Commonwealth of Nations have military obligations outside as well as within the Pacific Area,

Desiring to declare publicly and formally their sense of unity, so that no potential aggressor could be under the illusion that any of them stand alone in the Pacific Area, and

Desiring further to coordinate their efforts for collective defense for the preservation of peace and security pending the development of a more comprehensive system of regional security in the Pacific Area,

Therefore declare and agree as follows:

ARTICLE I

Peaceful settlement
of international dis-
putes.

The Parties undertake, as set forth in the Charter of the United Nations, to settle any international disputes in which they may be involved by peaceful means in such a manner that international peace and security and justice are not endangered and to refrain in their international relations from the threat or use of force in any manner inconsistent with the purposes of the United Nations.

ARTICLE II

Development of ca-
pacity for resistance to
attack.

In order more effectively to achieve the objective of this Treaty the Parties separately and jointly by means of continuous and effective self-help and mutual aid will maintain and develop their individual and collective capacity to resist armed attack.

ARTICLE III

The Parties will consult together whenever in the opinion of any of them the territorial integrity, political independence or security of any of the Parties is threatened in the Pacific.

Consultation.

ARTICLE IV

Each Party recognizes that an armed attack in the Pacific Area on any of the Parties would be dangerous to its own peace and safety and declares that it would act to meet the common danger in accordance with its constitutional processes.

Action in case of armed attack.

Any such armed attack and all measures taken as a result thereof shall be immediately reported to the Security Council of the United Nations. Such measures shall be terminated when the Security Council has taken the measures necessary to restore and maintain international peace and security.

ARTICLE V

For the purpose of Article IV, an armed attack on any of the Parties is deemed to include an armed attack on the metropolitan territory of any of the Parties, or on the island territories under its jurisdiction in the Pacific or on its armed forces, public vessels or aircraft in the Pacific.

Territory included.

ARTICLE VI

This Treaty does not affect and shall not be interpreted as affecting in any way the rights and obligations of the Parties under the Charter of the United Nations or the responsibility of the United Nations for the maintenance of international peace and security.

Rights and obligations.

ARTICLE VII

The Parties hereby establish a Council, consisting of their Foreign Ministers or their Deputies, to consider matters concerning the implementation of this Treaty. The Council should be so organized as to be able to meet at any time.

Council.
Post, p. 3424.

ARTICLE VIII

Pending the development of a more comprehensive system of regional security in the Pacific Area and the development by the United Nations of more effective means to maintain international peace and security, the Council, established by Article VII, is authorized to maintain a consultative relationship with States, Regional Organizations, Associations of States or other authorities in the Pacific Area in a position to further the purposes of this Treaty and to contribute to the security of that Area.

Relationship with States, etc.

ARTICLE IX

Ratification; entry
into force.
Post, p. 3425.

This Treaty shall be ratified by the Parties in accordance with their respective constitutional processes. The instruments of ratification shall be deposited as soon as possible with the Government of Australia, which will notify each of the other signatories of such deposit. The Treaty shall enter into force as soon as the ratifications of the signatories have been deposited.

ARTICLE X

Duration.

This Treaty shall remain in force indefinitely. Any Party may cease to be a member of the Council established by Article VII one year after notice has been given to the Government of Australia, which will inform the Governments of the other Parties of the deposit of such notice.

ARTICLE XI

This Treaty in the English language shall be deposited in the archives of the Government of Australia. Duly certified copies thereof will be transmitted by that Government to the Governments of each of the other signatories.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed this Treaty.

DONE at the city of San Francisco this first day of September, 1951.

FOR AUSTRALIA:

PERCY C. SPENDER

FOR NEW ZEALAND:

C. A. BERENDSEN

FOR THE UNITED STATES OF AMERICA:

DEAN ACHESON

JOHN FOSTER DULLES

ALEXANDER WILEY

JOHN J. SPARKMAN

I, ALFRED HERBERT BODY, First Secretary of the Department of External Affairs, Canberra, Australia, HEREBY CERTIFY that the foregoing is a true copy of the text of the original Security Treaty concluded between the Governments of Australia, New Zealand and the United States of America on the first day of September, One thousand, nine hundred and fifty-one.

GIVEN under my hand and the seal of the Department of External Affairs this fourth day of October, One thousand, nine hundred and fifty-one.

[SEAL]

A. H. BODY.

WHEREAS the Senate of the United States of America by their resolution of March 20, 1952, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Treaty;

WHEREAS the said Treaty was duly ratified by the President of the United States of America on April 15, 1952, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article IX of the said Treaty that the Treaty shall enter into force as soon as the instruments of ratification of the signatories have been deposited with the Government of Australia;

WHEREAS instruments of ratification of the said Treaty were deposited with the Government of Australia on April 29, 1952 by Australia, New Zealand, and the United States of America;

AND WHEREAS, pursuant to the aforesaid provisions of Article IX of the said Treaty, the Treaty came into force on April 29, 1952;

Entry into force.

NOW, THEREFORE, be it known that I, Harry S. Truman, President of the United States of America, do hereby proclaim and make public the said Security Treaty between Australia, New Zealand, and the United States of America to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after April 29, 1952, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this ninth day of May in the year of our Lord one thousand nine hundred fifty-two and of [SEAL] the Independence of the United States of America the one hundred seventy-sixth.

HARRY S TRUMAN

By the President:-

DEAN ACHESON

Secretary of State

AUSTRALIA

MUTUAL DEFENSE ASSISTANCE

TIAS 2217
Feb. 1, 20, 1951

Agreement effected by exchange of notes signed at Washington February 1 and 20, 1951; entered into force February 20, 1951.

The Secretary of State to the Australian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Feb 1 1951

EXCELLENCY:

63 Stat. 720; 64 Stat.
376.
22 U. S. C. § 1530.

I have the honor to inform Your Excellency that Australia has been declared eligible to receive from the Government of the United States of America reimbursable military assistance under the provisions of Section 408(e) of the Mutual Defense Assistance Act of 1949, (Public Law 329, 81st Congress), as amended by Public Law 621, 81st Congress. The provisions of these laws and the policy of the United States Government require that certain assurances be received before completing any transactions under Section 408(e) of the Act.

It is the understanding of the United States Government that the Government of Australia is prepared to accept the following undertakings:

59 Stat. 1031.

1. The Government of Australia agrees to use any assistance furnished under the Mutual Defense Assistance Act of 1949, as amended, to further the policies and purposes of that Act which are to foster international peace and security within the framework of the Charter of the United Nations through measures which will further the ability of nations dedicated to the principles and purposes of the Charter to participate effectively in arrangements for individual and collective self-defense in support of those purposes and principles. The Government of Australia further agrees to furnish equipment and materials, services, or other assistance, consistent with the Charter of the United Nations, to the United States or to and among other nations eligible for assistance under the Mutual Defense Assistance Act to further the policies and purposes of this Act, as set forth above, and as may be mutually agreed hereafter.

2. The Government of Australia assures the United States Government that such equipment, materials, or services as may be acquired from the United States under the provisions of Section 408(e) of the

Mutual Defense Assistance Act of 1949, as amended, are required for and will be used solely to maintain its internal security, its legitimate self-defense, or to permit it to participate in the defense of the area of which it is a part, and that it will not undertake any act of aggression against any other state.

3. The Government of Australia will not relinquish title to or possession of any equipment and materials, information or services furnished under Section 408(e) of the Mutual Defense Assistance Act, as amended, without the consent of the United States Government.

4. The Government of Australia will protect the security of any article, service or information furnished under Section 408(e) of the Mutual Defense Assistance Act, as amended.

5. The Government of Australia understands that, prior to the transfer of any item or the rendering of any service under this Act, the United States Government retains the right to terminate the transaction.

6. The Government of Australia is prepared to accept terms and conditions of payment for any item or service which may be furnished under this Act, which are in accord with the provisions of Section 408(e) (2) of this Act.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Australia, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

H. FREEMAN MATTHEWS

His Excellency

The Honorable NORMAN J. O. MAKIN,
Ambassador of Australia

The Australian Ambassador to the Secretary of State

AUSTRALIAN EMBASSY
WASHINGTON, D. C.
20th February, 1951.

No. 74/51.

SIR,

I have the honour to refer to your note of 1st February, 1951, concerning certain assurances and undertakings required from the

Australian Government prior to the completion of the transactions between the Australian Government and the United States Government under the provisions of Section 408(e) of the Mutual Defense Assistance Act, as amended.

The Government of Australia accepts the undertakings and assurances outlined in that note and concurs with your proposal that this note, together with your note dated 1st February, 1951, referred to above, constitute an agreement covering all transactions for the supply of military assistance under Section 408(e) of the Mutual Defense Assistance Act, as amended, between the respective governments, the said agreement to enter into force on the date of this note.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

NORMAN MAKIN
(Norman Makin)
Ambassador

The Honourable

DEAN ACHESON,

*Secretary of State for the United States of America,
Washington, D. C.*

AUSTRALIA

Atomic Energy: Information for Mutual Defense Purposes

*Agreement signed at Washington July 12, 1957;
Entered into force August 14, 1957.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA FOR CO- OPERATION REGARDING ATOMIC INFORMATION FOR MUTUAL DEFENSE PURPOSES

The Government of the United States of America and the Government of the Commonwealth of Australia,

Recognizing that their mutual security and defense requires that they be prepared to meet the contingencies of atomic warfare,

Recognizing that their common interests will be advanced by the exchange of information pertinent thereto,

Believing that the exchange of such information can be undertaken without threat to the security of either country, and

Taking into consideration the United States Atomic Energy Act of 1954, which was prepared with these purposes in mind,

Agree as follows:

68 Stat. 919
42 U.S.C. § 2011 et seq.

ARTICLE I

1. While the United States and the Commonwealth of Australia are participating in international arrangements for their mutual defense and security and making substantial and material contribution thereto, each Government will from time to time make available to the other Government atomic information which the Government making such information available deems necessary to:

- (a) the development of defense plans;
- (b) the training of personnel in the employment of and defense against atomic weapons; and
- (c) the evaluation of the capabilities of potential enemies in the employment of atomic weapons.

(1339)

TIAS 3881

2. Atomic information which is transferred by either Government pursuant to this Agreement shall be used by the other Government exclusively for the preparation and implementation of defense plans in the mutual interests of the two countries.

ARTICLE II

1. All transfers of atomic information to the Commonwealth of Australia by the United States pursuant to this Agreement will be made in compliance with the provisions of the United States Atomic Energy Act of 1954 and any subsequent applicable United States legislation.

2. Under this Agreement there will be no transfers by the United States or the Commonwealth of Australia of atomic weapons or special nuclear material, as these terms are defined in Section 11 d and Section 11 t of the United States Atomic Energy Act of 1954.

ARTICLE III

1. Atomic information made available pursuant to this Agreement shall be accorded full security protection under applicable security arrangements between the United States and the Commonwealth of Australia and applicable national legislation and regulations of the two countries. In no case shall either Government maintain security standards for safeguarding atomic information made available pursuant to this Agreement lower than those set forth in the applicable security arrangements in effect on the date this Agreement comes into force.

2. Atomic information which is exchanged pursuant to this Agreement will be made available through channels existing or hereafter agreed for the exchange of classified defense information between the two Governments.

3. Atomic information received pursuant to this Agreement shall not be transferred by the recipient Government to any unauthorized person or, except as provided in Article V of this Agreement, beyond the jurisdiction of that Government. Each Government may stipulate the degree to which any of the categories of information made available to the other Government pursuant to this Agreement may be disseminated, may specify the categories of persons who may have access to such information, and may impose such other restrictions on the dissemination of such information as it deems necessary.

ARTICLE IV

As used in this Agreement, "atomic information" means:

- (a) so far as concerns the information provided by the United States, Restricted Data,¹ as defined in Section 11 r of the United States Atomic Energy Act of 1954, which is permitted to be communicated pursuant to the provisions of Section 144 b of that Act, and information relating primarily to the military utilization of atomic weapons which has been removed from the Restricted Data category in accordance with the provisions of Section 142 d of the United States Atomic Energy Act of 1954;
- (b) so far as concerns the information provided by the Commonwealth of Australia, information exchanged under this Agreement which is either classified atomic energy information or other Commonwealth of Australia defense information which it is decided to transfer to the United States in pursuance of Article I of this Agreement.

ARTICLE V

Nothing herein shall be interpreted or operate as a bar or restriction to consultation and cooperation by the United States or the Commonwealth of Australia with other nations or regional organizations in any fields of defense. Neither Government, however, shall communicate atomic information made available by the other Government pursuant to this Agreement to any nation or regional organization unless the same information has been made available to that nation or regional organization by the other Government in accordance with its own legislative requirements and except to the extent that such communication is expressly authorized by such other Government.

ARTICLE VI

This Agreement shall enter into force ['] on the date on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such an Agreement, and shall remain in effect until terminated by mutual agreement of both Governments.

¹ Aug. 14, 1957.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Washington in duplicate this twelfth day of July, 1957.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HOWARD P. JONES

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

PERCY SPENDER,

TIAS 3881

AUSTRALIA

Defense: Mutual Weapons Development Program

*Agreement signed at Washington August 23, 1960;
Entered into force August 23, 1960.*

MUTUAL WEAPONS DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA

The Government of the United States and the Government of the Commonwealth of Australia,

Desiring to foster international peace and security, within the framework of the Charter of the United Nations, [1] through voluntary arrangements which will further the ability of nations dedicated to the purposes and principles of the Charter to develop effective measures for individual and collective self-defense in support of those purposes and principles;

Taking into consideration the benefits which may be derived through their mutual endeavor in achieving these purposes and principles; and

Recognizing that the Government of the Commonwealth of Australia is concerned with a research and development program for the development of new and improved items which promise to meet important defense requirements of the free world and further recognizing that the Government of the United States is prepared to contribute to the acceleration of this objective by furnishing assistance for selected projects through the Mutual Weapons Development Program which looks toward the furnishing and development of certain new and improved weapons for the defense of the free world;

Have agreed as follows:

ARTICLE I

1. For the purpose of this Agreement, the term "proprietary rights" refers to certain intangible property rights, including but not limited to patents, utility models, designs, copyrights, inventions or improvements thereon whether or not patented, written material

¹ TS 993; 59 Stat. 1031.

whether or not copyrighted, trade secrets, and technical information and data.

2. For the purpose of this Agreement, the term "item" means any new or improved defense equipment (other than weapons or weapons systems falling within the scope of the Atomic Energy Act of 1954, ^[1] as amended), or information which meets important defense requirements of the free world, for the development of which the Government of the United States is prepared to furnish assistance in accordance with the provisions of Article II of this Agreement.

3. For the purpose of this Agreement, the term "agreed project" means a project in respect of which the Government of the Commonwealth of Australia has requested, and in respect of which the Government of the United States has agreed, to contribute either financial or technical assistance or both.

ARTICLE II

The Government of the United States will, in accordance with the Mutual Security Act of 1954, ^[2] as amended, acts amendatory or supplementary thereto, appropriation actions thereunder or any other applicable United States legislation, and subject to the terms of such applicable agreements or arrangements as may be in force between the two Governments, furnish such financial and technical assistance through the Mutual Weapons Development Program to the Government of the Commonwealth of Australia as may be requested by the latter Government and approved by the Government of the United States for the purpose of contributing to the development in Australia of such selected project items and to the realization of such objectives as may be agreed upon between the two Governments.

ARTICLE III

The Government of the Commonwealth of Australia will accept and make effective use of any assistance received under the provisions of Article II in order to press forward with the agreed projects. The Government of the Commonwealth of Australia will insert suitable provisions in its research and development contracts in respect to any agreed projects in order to ensure that it will be able to make available to the Government of the United States, upon its request, proprietary rights as follows:

(a) The proprietary rights in items resulting from research and development work on an agreed project for production in the United States and use throughout the world, by or for the Armed Forces of the United States, and for such other purposes as may later be

¹ 68 Stat. 919; 42 U.S.C. § 2011 note.

² 68 Stat. 832, 833; 22 U.S.C. §§ 1751 note, 1812.

agreed upon by the two Governments, without cost to the Government of the United States.

(b) Other proprietary rights necessary for production in the United States of items developed in agreed projects and for use of such items throughout the world, by or for the Armed Forces of the United States, and for such other purposes as may later be agreed. To the extent that the Government of the Commonwealth of Australia owns or controls (i.e., has the right to authorize use of without financial liability) such other necessary proprietary rights, such rights shall be made available without cost to the Government of the United States. So far as concerns such other necessary proprietary rights as are privately owned or controlled, the Government of the Commonwealth of Australia will use its best efforts to make such rights available to the Government of the United States at charges no greater than would be made to the Government of the Commonwealth of Australia for its own use. To the extent that the Government of the Commonwealth of Australia incurs any liability to a private owner of such other proprietary rights, in making them available to the Government of the United States at its request, reimbursement will be made to the former Government in an amount to be agreed upon prior to the implementation of such request.

ARTICLE IV

1. When an item capable of being produced in quantity is developed in an agreed project, the Government of the Commonwealth of Australia will, subject to financing therefor being arranged, make it available for use by the Armed Forces of the United States and to such other countries of the free world as may be agreed upon between the two Governments, by having such item produced in Australia and sold at reasonable prices and on equitable terms and conditions.

2. When the Government of the Commonwealth of Australia is unable or does not desire for any reason to supply all or part of such demand of such other countries as mentioned in paragraph 1 above, the Government of the Commonwealth of Australia will, to the extent that this demand is not met, facilitate the production of such item in such of those countries as are willing and able to produce such item, by making available, under reasonable and equitable terms and conditions, the proprietary rights owned or controlled by the Government of the Commonwealth of Australia essential to such production. In the case of proprietary rights not owned or controlled by the Government of the Commonwealth of Australia the provisions of Article III will apply *mutatis mutandis* to such other countries.

ARTICLE V

In the event that the development of the item is not completed within the period covered by a detailed project arrangement or a mutually

agreed extension thereof, or in the event of termination by either Government, the provisions of Article III will apply with respect to the completed or partially completed plans, drawings, and other similar data, and proprietary rights and technical information developed in the agreed project by the end of such period or extension or by the termination date.

ARTICLE VI

Any payments in respect of agreed projects by the Government of the United States to the Government of the Commonwealth of Australia will involve no direct financial profit to the latter Government.

ARTICLE VII

The Government of the United States and the Government of the Commonwealth of Australia will enter into detailed arrangements involving specific projects, including appropriate arrangements for preserving security as to items and assistance resulting from or furnished for the respective development projects.

ARTICLE VIII

With regard to such assistance as may be furnished by the Government of the United States under this Agreement, the Government of the Commonwealth of Australia affirm its intention to:

- a. join in promoting international understanding and good will, and maintaining world peace;
- b. take such action as may be mutually agreed upon to eliminate causes of international tension;
- c. fulfill any military obligations which it has assumed under multilateral or bilateral agreements or treaties to which the United States is a party;
- d. make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities, and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;
- e. take all reasonable measures consistent with subparagraph (d) of this Article which may be needed to develop its defense capacities;
- f. take appropriate steps to ensure the effective utilization of the assistance furnished under this Agreement in furtherance of the policies and purposes of this Agreement;
- g. impose appropriate restrictions against transfer of title to or possession of any equipment and materials, information, or services furnished under this Agreement by the Government of the United States, without the consent of the Government of the United States;
- h. maintain the security of any article, service, or information furnished under this Agreement;

i. furnish, as mutually agreed, equipment and materials, services, or other assistance consistent with the Charter of the United Nations, to the United States or to and among other nations to further the defense capabilities of the free world; and

j. permit continuous observation and review by representatives of the Government of the United States of this program, including the utilization of any assistance furnished by the Government of the United States, and such full information and reports as may be required in subsequently executed detailed project arrangements.

ARTICLE IX

The present Agreement shall enter into force on the date of its signature.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Agreement.

DONE at Washington, in duplicate, this twenty-third day of August, 1960.

FOR THE GOVERNMENT OF THE UNITED STATES:

J. GRAHAM PARSONS

FOR THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA:

HOWARD BEALE.

TIAS 4565

AUSTRALIA

Status of United States Forces in Australia

*Agreement and protocol signed at Canberra May 9, 1963;
Entered into force May 9, 1963.*

TIAS 5349

(506)

**AGREEMENT CONCERNING THE STATUS OF UNITED
STATES FORCES IN AUSTRALIA**

The Government of the United States of America (in this Agreement called "the United States Government"), and the Government of the Commonwealth of Australia (in this Agreement called "the Australian Government"),

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand and the United States of America on the first day of September, 1951; [1]

Considering that from time to time by arrangement between the Australian Government and the United States Government elements of the United States Forces and civilian components may be stationed in Australia;

Considering that the purpose of the presence of such United States Forces in Australia is the furtherance of the efforts of the two countries to promote peace and security in the Pacific and other areas of mutual interest;

Bearing in mind that the decision to station any such personnel in Australia, and the conditions under which they will be so stationed, will, insofar as such conditions are not laid down in the present Agreement, continue to be the subject of separate arrangements between the two Governments;

Desiring, however, to define the status of such personnel while in Australia;

Have agreed as follows:

ARTICLE 1

In this Agreement, except where the contrary intention appears:

"Australia" includes the territories under the authority of the Commonwealth of Australia;

¹ TIAS 2493; 3 UST (pt. 3) 3420.

"members of the United States Forces" means personnel belonging to the land, sea or air armed services of the United States in Australia in connection with activities agreed upon by the two Governments, other than those for whom status is provided otherwise than under this Agreement;

"members of the civilian component" means civilian personnel in Australia in connection with activities agreed upon by the two Governments who are neither nationals of, nor ordinarily resident in, Australia, but who are:

(a) employed by the United States Forces or by military sales exchanges, commissaries, officers' clubs, enlisted men's clubs or other facilities established for the benefit or welfare of United States personnel and officially recognised by the United States authorities as nonappropriated fund activities; or

(b) serving with an organisation which, with the approval of the Australian Government, is accompanying the United States Forces;

"dependant" means a person in Australia who is the spouse of, or other relative who depends for support upon, a member of the United States Forces or of the civilian component.

ARTICLE 2

(1) The Australian Government shall facilitate the admission of members of the United States Forces and of the civilian component and dependants into, and their departure from, Australia in connection with activities agreed upon by the two Governments.

(2) The undermentioned documents only, which must be presented on demand; shall be required in respect of members of the United States Forces seeking to enter Australia:

(a) personal identity card issued by the appropriate United States authority showing full name, date of birth, rank and number (if any), service and photograph;

(b) individual or collective movement order issued by an appropriate United States authority and certifying to the status of the individual or group as a member or members of the United States Forces; and

(c) such documents conforming to standards approved by the World Health Organization as may be issued by the appropriate United States authorities in satisfaction of Australian health and quarantine regulations.

(3) Members of the civilian component and dependants shall be required to be in possession of a valid national passport and a certificate by the appropriate United States authority that the holder is a

member of the civilian component or a dependant. The certificate will serve in lieu of a visa.

(4) The following additional conditions will apply with regard to the entry of members of the civilian component and dependants to any of the Territories of Papua and New Guinea, Norfolk Island, Nauru, Cocos (Keeling) Islands or Christmas Island:

- (a) such persons travelling by ordinary commercial transport shall comply with the normal entry requirements of the Territory concerned, including, in the case of Papua and New Guinea and Nauru, prior application for a permit of entry;
- (b) where such persons are travelling by special transport, the United States authorities shall give the Australian authorities twenty-four hours notice of the arrival of such persons; such notice may be given in a collective movement order or nominal roll.

(5) Members of the United States Forces and of the civilian component and dependants shall be exempt from Australian regulations on registration and control of aliens, but shall not be considered as acquiring any right to permanent residence or domicile in Australia.

(6) If a person other than an Australian national admitted into Australia in accordance with this Agreement ceases while still in Australia to be a member of the United States Forces or of the civilian component or a dependant, the United States Government shall, within the framework of and subject to relevant United States laws and regulations, take steps to effect the departure from Australia of that person within thirty days of his so ceasing to be such a member or dependant, unless with the approval of the Australian Government other arrangements are made. Where the former member or dependant has not left Australia at the end of thirty days of his ceasing to be a member or dependant and no other arrangements have been approved by the Australian Government, the United States authorities shall thereupon inform the Australian Government, giving particulars as may be required. Similar notification shall be given to the Australian Government concerning any members of the United States Forces who, after having been admitted into Australia, absent themselves for more than twenty-one days, otherwise than on approved leave.

(7) If the Australian Government has requested the removal from Australia of a member of the United States Forces or of the civilian component or a dependant admitted in accordance with this Agreement or has made a deportation order against a former member or dependant who has not formally been granted permanent residence in Australia, the United States authorities shall be responsible for the transportation from Australia of the person concerned, and, where applicable, his dependants without cost to the Australian Government.

ARTICLE 3

(1) The personal effects, furniture and household goods (other than motor vehicles and cigarettes, cigars, tobacco and spirituous liquors) of a member of the United States Forces or of the civilian component or of a dependant, may, at the time of the first arrival of the member to take up service in Australia or in the case of a dependant at the time of the first arrival of the dependant to join a member, be brought into Australia free of import duty, including sales tax, provided that, except as authorised by the appropriate Australian authority, the personal effects, furniture and household goods are not disposed of in Australia, by way of sale or gift or otherwise, within the period of two years immediately after their importation.

(2) Regulation military uniforms may be imported by a member of the United States Forces for his personal use free of import duties, including sales tax.

(3) A motor vehicle owned and used outside Australia by a member of the United States Forces or of the civilian component during the period of six months immediately preceding his first departure for Australia shall be eligible for admission into Australia free of import duty, including sales tax, provided that the vehicle remains in the use, ownership and possession of that member or, with the permission of the appropriate Australian authority, of another member during the period of two years immediately after the date of its importation.

(4) A motor vehicle which is not covered by paragraph (3) of this Article and which is intended to be exported may be imported temporarily free of import duty, including sales tax, by a member of the United States Forces or of the civilian component for the personal use of the member, provided that the vehicle is exported within three years or within such extended period as may be approved. With the permission of the appropriate Australian authority, a vehicle imported under this paragraph may be transferred to another member provided that it is exported by the latter member within three years from the date of importation or within such extended period as may be approved.

(5) Security may be required for compliance with the provisions of this Article.

ARTICLE 4

(1) A member of the United States Forces who has not imported a motor vehicle into Australia under the provisions of paragraph (3) of Article 3 of this Agreement may, once during a tour of duty in Australia, purchase free of sales tax a motor vehicle manufactured or assembled in Australia provided that the vehicle remains in the use, ownership and possession of the member or, with the permission of the appropriate Australian authorities, of another member still eligi-

TIAS 5349

ble to avail himself of this concession during the period of two years immediately following the date of purchase or is exported during that period.

(2) Where the military authorities of the United States certify that the domestic circumstances of a member of the United States Forces are such that two vehicles are at the one time reasonably needed by him and his family, the member may acquire in Australia a second vehicle upon the purchase conditions set out in paragraph (1) of this Article.

(3) Security may be required for compliance with the provisions of this Article.

ARTICLE 5

Goods admitted into or acquired in Australia free of import duties or sales tax for the personal use of a member of the United States Forces or of the civilian component or of a dependant may not be transferred to another person without the approval of the Australian authorities.

ARTICLE 6

(1) Income derived by a member of the United States Forces or of the civilian component from rendering services as a member to the United States Government in Australia, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Members and their dependants other than persons who, immediately before becoming dependants, were and at all times thereafter have continued to be ordinarily resident in Australia shall not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Personal property which is situated in Australia solely because a member of the United States Forces or of the civilian component or a dependant is in Australia shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, such member or dependant, be exempt from taxation under the laws of the Commonwealth of Australia relating to estate and gift duty.

(3) The last preceding paragraph shall apply only if the property concerned is subject to and is brought to tax under the laws of the United States relating to estate or gift tax and shall not apply in relation to:

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered and copyright subsisting in Australia; or
- (c) property held in connection with the carrying on of any business in Australia.

TIAS 5349

ARTICLE 7

Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which members of the United States Forces or of the civilian component or dependants are in Australia solely by reason of their membership in such Forces or in the civilian component or of their status as dependants shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

ARTICLE 8

- (1) Subject to the provisions of this Article:
 - (a) the military authorities of the United States shall have the right to exercise within Australia all criminal and disciplinary jurisdiction conferred on them by the law of the United States over all persons subject to the military law of the United States;
 - (b) the authorities of Australia shall have jurisdiction over members of the United States Forces and of the civilian component and dependants with respect to offences committed within Australia and punishable by the law of Australia.
- (2)
 - (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offences, including offences relating to its security, punishable by the law of the United States, but not by the law of Australia.
 - (b) The authorities of Australia shall have the right to exercise exclusive jurisdiction over members of the United States Forces and of the civilian component and dependants with respect to offences, including offences relating to the security of Australia, punishable by the law of Australia but not by the law of the United States.
 - (c) For the purposes of this paragraph and paragraph (3) of this Article, an offence relating to the security of a State shall include:
 - (i) treason against the State;
 - (ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defence of that State.
- (3) In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:
 - (a) The military authorities of the United States shall have the primary right to exercise jurisdiction over persons subject to the military law of the United States in relation to:
 - (i) offences solely against the property or security of the United States, or offences solely against the person or

- property of a member of the United States Forces, the civilian component or a dependant;
- (ii) offences arising out of any act or omission done in the performance of official duty.
- (b) In the case of any other offence the authorities of Australia shall have the primary right to exercise jurisdiction.
- (c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.
- (4) The foregoing provisions of this Article shall not confer on the military authorities of the United States any right to exercise jurisdiction over persons who are nationals of or ordinarily resident in Australia unless they are members of the United States Forces.
- (5) (a) The military authorities of the United States and the authorities of Australia shall assist each other in accordance with arrangements to be agreed to by them in the arrest of members of the United States Forces or of the civilian component or of dependants in Australia and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.
- (b) The authorities of Australia shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces or of the civilian component or of a dependant.
- (c) The custody of an accused member of the United States Forces or of the civilian component or of a dependant over whom Australia is to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States to the extent authorised by United States law until he is charged by Australia.
- (6) (a) The military authorities of the United States and the authorities of Australia shall assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the seizure of and, in proper cases, the handing over of objects in connection with an offence. The handing over of such objects may, however, be made subject to their return within any reasonable time specified by the authority delivering them.
- (b) The military authorities of the United States and the authorities of Australia shall notify each other of the disposal of all cases in which there are concurrent rights to exercise jurisdiction.
- (7) (a) A death sentence shall not be carried out in Australia by the military authorities of the United States.
- (b) The authorities of Australia shall give sympathetic consideration to a request from the military authorities of the United States for

TIAS 5349

assistance in carrying out a sentence of imprisonment pronounced by the authorities of the United States under the provisions of this Article within Australia.

(8) Where an accused has been tried in accordance with the provisions of this Article either by the military authorities of the United States or by the authorities of Australia and has been acquitted, or has been convicted and is serving, or has served, his sentence or has been pardoned or has had sentence suspended, he may not be tried again for the same offence within Australia. However, nothing in this paragraph shall prevent the military authorities of the United States from trying a member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the authorities of Australia.

(9) Whenever a member of the United States Forces or of the civilian component or a dependant is prosecuted under the jurisdiction of Australia he shall be entitled:

- (a) to a prompt and speedy trial;
- (b) to be informed, in advance of trial, of the specific charge or charges to be made against him;
- (c) to be confronted with the witnesses against him;
- (d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Australia;
- (e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in the part of Australia in which he is being prosecuted;
- (f) if he considers it necessary, to have the services of a competent interpreter; and
- (g) to communicate with a representative of the United States Government and, when the rules of the court permit, to have such a representative at his trial.

ARTICLE 9

Equipment, materials, supplies and other property imported into or acquired in Australia by or on behalf of the United States Government for the official use of the United States Forces and not for resale shall be free of all Australian duties and taxes. Except as may be otherwise agreed, title to such equipment, materials, supplies and other property shall remain in the Government of the United States, which may remove them from Australia at any time, free from export duties and related charges and restrictions.

ARTICLE 10

(1) The Australian Government shall permit the establishment of United States commissaries in Australia in accordance with arrangements between the appropriate authorities of the two Governments.

(2) Goods for use in or sale by a commissary shall be free of import duty, excise duty and sales tax. Commissaries shall be exempt from Australian licensing requirements, fees and taxes.

(3) The United States authorities shall co-operate closely with Australian authorities to ensure the observance of the arrangements applicable to a commissary and to prevent resale on the local market of duty or tax free goods sold by a commissary and any other abuses of privileges exercisable through a commissary. In particular, the United States authorities shall strictly police personal quotas in respect of the purchase of duty or tax free goods.

(4) In this Article "commissary" means a commissary, military sales exchange, officers' club, enlisted men's club or like facility.

ARTICLE 11

(1) United States Forces may, at the installations put at their disposal, establish and operate United States Military Post Offices for the handling of official correspondence and documents and mail of authorised individuals between these and other United States Post Offices. Detailed arrangements for the interchange of mails with or through the postal services of Australia shall be mutually agreed upon.

(2) The Australian authorities shall not inspect official mail in United States military postal channels. The United States authorities shall take all practicable steps to prevent items from entering Australia through United States official mails in contravention of Australian health or quarantine regulations.

(3) Any inspection of non-official mail in such channels which may be required by the regulations of the Australian Government shall be conducted by the Australian authorities in accordance with procedures to be agreed upon by the appropriate authorities of the two Governments.

ARTICLE 12

(1) Each Government waives all its claims against the other Government for damage to any property owned by it and used by its land, sea or air armed forces where such property is in Australia or is being used outside Australia in connection with mutual defence activities, such as mutual participation in operations or exercises, provided that such damage:

- (a) was caused by a member or an employee of the armed forces of the other Government in the performance of his official duties; or

TIAS 5349

- (b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other shall be waived, provided that the vessel or cargo salvaged was owned by a Government and being used by its armed forces for official purposes.

(2) (a) In the case of damage caused or arising as stated in paragraph (1) of this Article to other property owned by either Government and located in Australia, the issue of the liability of the other Government shall be determined and the amount of damage shall be assessed, unless the two Governments agree otherwise, by a sole arbitrator selected in accordance with sub-paragraph (b) of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.

(b) The arbitrator referred to in sub-paragraph (a) of this paragraph shall be selected by agreement between the two Governments from amongst the nationals of Australia who hold or have held high judicial office.

(c) Any decision taken by the arbitrator shall be binding and conclusive.

(d) The amount of any compensation awarded by the arbitrator shall be distributed as follows:

- (i) where the armed forces of one Government alone are responsible for the damage, the amount awarded shall be distributed in the proportion of 75 per cent chargeable to that Government and 25 per cent chargeable to the other Government;
- (ii) where the two Governments are responsible for the damage, the amount awarded shall be distributed equally between them;
- (iii) where the damage was caused by the armed forces of the United States or Australia and it is not possible to attribute responsibility for the damage specifically to one or both of those armed forces, the amount awarded shall be distributed equally between the United States and Australia.

(e) The remuneration of the arbitrator shall be fixed by agreement between the two Governments and shall together with the necessary expenses incidental to the performance of his duties be defrayed in equal proportions by them.

(f) Nevertheless, each Government waives its claim in any such case up to the amount of 1,400 United States dollars or 625 Australian pounds. In the case of considerable variation in the rate of exchange

between these currencies the two Governments shall agree on the appropriate adjustments of these amounts.

(3) For the purposes of paragraphs (1) and (2) of this Article the expression "owned by a Government" in the case of a vessel includes a vessel on bare boat charter to that Government or requisitioned by it on bare boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some person other than such Government).

(4) Each Government waives all its claims against the other Government for injury or death suffered by any member of its armed forces while such member was engaged in the performance of his official duties.

(5) In accordance with the requirements of Australian law, the United States Government shall insure official vehicles of the United States Forces against third party risks.

(6) United States contractors and sub-contractors shall be required to effect public risk insurance.

(7) Except in the case of claims arising out of the use of official vehicles of the United States Forces insured in accordance with the requirements of Australian law, claims (other than contractual claims and those to which paragraph (9) of this Article apply) arising out of acts or omissions of members or employees of the United States Forces done in the performance of official duty, or out of any other act, omission or occurrence for which the United States Forces are legally responsible, and causing damage in Australia, other than damage suffered by one of the two Governments, shall, unless the interested parties otherwise agree, be dealt with by the Australian Government in accordance with the following provisions:

- (a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of Australia with respect to claims arising from the activities of Australia's own armed forces.
- (b) The Australian Government may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by the Australian Government.
- (c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent Australian tribunal or the final adjudication by such a tribunal denying payment, shall be a binding and conclusive discharge of the claim.
- (d) Every claim paid by the Australian Government shall be communicated to the appropriate United States authorities together with full particulars and a proposed distribution in conformity with sub-paragraph (e) of this paragraph. In

default of a reply within two months the proposed distribution shall be regarded as accepted.

- (e) The cost incurred in satisfying claims pursuant to the preceding sub-paragraphs of this paragraph shall be distributed between the Governments as follows:

- (i) where the United States alone is responsible for the damage, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent chargeable to Australia and 75 per cent chargeable to the United States;
- (ii) where the two Governments are responsible for the damage, the amount awarded or adjudged shall be distributed equally between them;
- (iii) where the damage was caused by the armed forces of the United States or Australia and it is not possible to attribute responsibility for the damage specifically to one or both of those armed forces, the amount awarded or adjudged shall be distributed equally between the United States and Australia.

- (f) The provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage or discharge of a cargo other than claims for death or personal injury to which paragraph (4) of this Article does not apply.

(8) Every three months a statement of the sums paid by each Government in the course of the quarterly period in respect of every claim dealt with under paragraph (2) or (7) of this Article regarding which the proposed distribution on a percentage basis has been accepted shall be sent to the appropriate authorities of the other Government together with a request for prompt reimbursement.

(9) Except in the case of claims arising out of the use of official vehicles of the United States Forces insured in accordance with the requirements of Australian law, claims against members of the United States Forces and of the civilian component and dependants arising out of tortious acts or omissions in Australia not done in the performance of official duty shall be dealt with in the following manner:

- (a) The Australian Government shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all the circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.
- (b) The report shall be delivered to the United States Government which shall then decide without delay whether it will offer an *ex gratia* payment and if so, of what amount.

- (c) If an offer of ex gratia payment is made and accepted by the claimant in full satisfaction of his claim, the United States Government shall make the payment itself and inform the authorities of Australia of its decision and of the sum paid.
- (d) Nothing in this paragraph shall affect the jurisdiction of the courts of Australia to entertain an action against a member of the United States Forces or of the civilian component or a dependant unless and until there has been payment in full satisfaction of the claim.
- (10) If a dispute arises as to whether a tortious act or omission was done in the performance of official duty, the question shall be submitted to an arbitrator appointed in accordance with sub-paragraph (b) of paragraph (2) of this Article, whose decision on this point shall be final and conclusive.
- (11) (a) The United States shall not claim immunity from the jurisdiction of the courts of Australia for members of the United States Forces or of the civilian component or dependants in respect of the civil jurisdiction of the courts of Australia.
(b) In case any private movable property, excluding that in use by the United States Forces, which is subject to compulsory execution under Australian law, is within areas in use by the United States Forces, the United States authorities shall, upon request, assist the appropriate Australian authorities to take possession of such property.
(c) The authorities of the United States and Australia shall cooperate in the procurement of evidence for a fair hearing and disposal of claims under this Article.
- (12) Paragraphs (2) and (7) of this Article shall apply only to claims arising incident to non combatant activities.

ARTICLE 13

Consistently with agreements for the time being in force between Australia and the United States of America, the United States Government shall conform to the provisions of relevant Commonwealth and State laws and regulations, including quarantine laws and industrial awards and determinations, and United States personnel shall observe those laws and regulations.

ARTICLE 14

- (1) Australian authorities shall accept as valid, without a driving test or fee, a driving permit or licence issued by the appropriate United States authority to members of the United States Forces or of the civilian component for the purpose of driving military vehicles. For the purpose of driving vehicles other than military vehicles, a driving permit or licence issued by the appropriate Australian authorities shall be obtained.

- (2) Official vehicles of the United States Forces shall carry a distinctive number.
- (3) Privately owned vehicles of members of the United States Forces and of members of the civilian component and of dependants shall carry Australian number plates to be acquired under and subject to the applicable Australian laws and regulations.

ARTICLE 15

Local civil labour requirements of the United States Forces shall be satisfied in the same way as the comparable requirements of the Australian armed forces and, upon request, with the assistance of the Australian authorities.

ARTICLE 16

Members of the United States Forces and of the civilian component and dependants shall remain subject to the foreign exchange regulations of the United States and shall also be subject to the foreign exchange regulations of Australia.

ARTICLE 17

Whenever the United States flag is flown at an establishment of the United States Forces in Australia, the Australian national flag shall be flown on a separate and adjacent flagstaff.

ARTICLE 18

Subject to any arrangement to the contrary between the authorities of the United States and Australia, the conditions governing the wearing of civilian dress by members of the United States Forces shall be the same as those applicable to members of the appropriate forces of Australia.

ARTICLE 19

Members of the United States Forces may possess and carry arms on condition that they are authorised to do so by their orders, provided that arrangements regarding the carrying of arms outside areas and facilities in use by United States Forces are to be agreed between the appropriate authorities of the two Governments.

ARTICLE 20

- (1) Regularly constituted military units or formations of the United States Forces shall have the right to police any camps, establishments or other premises or areas of which the United States Forces have exclusive occupation as the result of arrangement with the Australian Government. United States military police may take all appropriate measures to ensure the maintenance of order and security in such premises or areas.

TIAS 5349

(2) Outside such premises and areas, United States military police will be employed only subject to arrangements with the appropriate Australian authorities and in liaison with such appropriate Australian authorities and in so far as such employment:

- (a) is appropriate to provide for the protection of United States installations in premises or areas of which the United States Forces have the use, but not exclusive occupation; or
- (b) is necessary to maintain discipline and order among the members of the United States Forces and to ensure their security.

(3) The United States Government may, after appropriate consultation in any case between the relevant authorities of the two Governments, designate areas comprising buildings or portions of buildings or installations in premises or areas of which the United States Forces have use or occupation to be areas into which only personnel authorised by the local United States Commander may enter. The United States Forces will be responsible for the internal security of areas so designated.

ARTICLE 21

In cases in which the Australian Government or the Government of a State or the Administration of an Australian Territory is required to pay claims for which it is liable under Australian law arising out of the operations or activities of the United States Government or United States personnel who are in Australia for the purposes of this Agreement, the appropriate authorities of the United States Government shall seek necessary legislative authority to reimburse the Government or Administration concerned.

ARTICLE 22

The United States Government shall co-operate with the Australian Government in preventing any abuses of the privileges granted in this Agreement in favour of members of the United States Forces and the civilian component and dependants and shall take appropriate measures to this end.

ARTICLE 23

(1) The United States Forces and all persons associated with activities agreed upon by the two Governments may use the public services and facilities owned, controlled or regulated by the Australian Government or its instrumentalities. The terms of use, including charges, shall be no less favourable than those available to other users in like circumstances unless otherwise agreed.

(2) No landing charges shall, however, be payable by the United States Government by reason of the use by aircraft of the United States armed forces of any airport in Australia. The United States Government shall make such contribution to the maintenance and

TIAS 5349

operating costs of any airport as may be fair and reasonable, having regard to the use made of the airport by aircraft operating in connection with activities of the United States Government. The amount of such contribution shall be the subject of agreement between the United States Government and the Australian Government. Aircraft owned or operated by or on behalf of the United States armed forces shall observe local Air Traffic Control Regulations while in Australia.

(3) No toll charges, including light and harbour dues, shall be levied upon vessels of the United States armed forces using port facilities owned, controlled or regulated by the Australian Government, nor shall such vessels be subject to compulsory pilotage at these ports.

ARTICLE 24

(1) This Agreement shall enter into force on the date of signature.

(2) Subject to the provisions of paragraph (3) of this Article, the Agreement shall remain in force for at least twenty-five years and thereafter until the expiration of 180 days from the date on which one Government gives to the other Government notice in writing that it desires to terminate the Agreement.

(3) In the event that the two Governments conclude an agreement concerning the status of both United States Forces in Australia and of Australian Forces in the United States, this Agreement shall terminate on the date when the first-mentioned agreement enters into force.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed this Agreement.

Done at Canberra, in duplicate, this ninth day of May, One thousand nine hundred and sixty-three.

WM C BATTLE

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

G BARWICK

FOR THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA

PROTOCOL TO THE AGREEMENT CONCERNING THE STATUS OF UNITED STATES FORCES IN AUSTRALIA

The Government of the United States of America and the Government of the Commonwealth of Australia, having this day signed an Agreement concerning the status of United States Forces in Australia, agree that at a future date they will enter into negotiations

TIAS 5349

for the conclusion of a reciprocal agreement which would govern the status of the forces of each Government in the territory of the other.

This Protocol shall enter into force on the date of signature.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed this Protocol.

Done at Canberra, in duplicate, this Ninth day of May, One thousand nine hundred and sixty-three.

WM C BATTLE

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

G BARWICK

FOR THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA

AUSTRALIA

United States Naval Communication Station in Australia

*Agreement signed at Canberra May 9, 1963;
Entered into force June 28, 1963.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA RELATING TO THE ESTABLISHMENT OF A UNITED STATES NAVAL COM- MUNICATION STATION IN AUSTRALIA

The Government of the United States of America (in this Agreement called "the United States Government") and the Government of the Commonwealth of Australia (in this Agreement called "the Australian Government"),

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand and the United States of America on the first day of September, 1951; [1]

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to co-operate further in efforts for collective defence and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a United States naval communication station in Australia will materially contribute to that end; and

Considering that the two Governments are entering into an Agreement concerning the Status of United States Forces in Australia, [2] which Agreement is to be read with this Agreement;

Have agreed as follows:

ARTICLE 1

In accordance with the terms and conditions set out in this Agreement, the United States Government may establish, maintain and operate a naval communication station (in this Agreement called "the station") at North West Cape in the State of Western Australia.

¹ TIAS 2493; 3 UST (pt. 3) 3420.

² Signed May 9, 1963; TIAS 5349; *ante*, p. 506.

ARTICLE 2

The Australian Government will acquire such land as is required for the purposes of the station. All land so acquired will remain vested in the Australian Government, which will for the duration of this Agreement grant to the United States Government all necessary rights of access to, and of exclusive use and occupancy of, such land.

ARTICLE 3

(1) The two Governments will consult from time to time at the request of either Government on any matters connected with the station and its use.

(2) Except with the express consent of the Australian Government, the station will not be used for purposes other than purposes of defence communication, and appropriate Australian authorities nominated by the Australian Government shall at all times have access to the station.

ARTICLE 4

The communication services of the station will be available to the Australian armed forces in accordance with technical arrangements made by the co-operating agencies of the two Governments.

ARTICLE 5

At all stages in the construction and maintenance of the station, the maximum practicable use will be made of Australian resources. Arrangements for giving effect to this Article shall be as determined from time to time by the two Governments.

ARTICLE 6

The Australian Government will, jointly with the Government of the State of Western Australia, appoint a Civil Commissioner at Exmouth, who will have such functions as those Governments may vest in him and will represent them in such matters as they may determine.

ARTICLE 7

Consistently with this Agreement, the United States Government will conform to the provisions of applicable Commonwealth and State laws and regulations, including quarantine laws and industrial awards and determinations, and United States personnel will observe those laws and regulations.

ARTICLE 8

The United States Government will retain title to equipment, materials, supplies and other property brought into or acquired in Australia by it or on its behalf for the purposes of the station. The

United States Government may remove or dispose of such property outside Australia at its own expense and free from export duties or related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed on by the two Governments.

ARTICLE 9

(1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the project by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependants of any of the above other than those persons who, immediately before becoming dependants, were and at all times thereafter have continued to be ordinarily resident in Australia, will not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependants are in Australia solely in connection with the establishment, maintenance or operation of the station shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependants being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the project shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of the Australian Government relating to estate and gift duty.

(4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to—

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia; or

- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.
- (5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the station, agreed upon by the two Governments.

ARTICLE 10

- (1) The Australian Government will facilitate the admission into and removal from Australia of equipment, materials, supplies and other property which are certified by the United States Government to be imported for use in the construction, maintenance or operation of the station and which it is certified at the time of entry are or will become the property of the United States Government. No duties, taxes or charges, except charges for services requested and rendered, will be levied or imposed on such items.
- (2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the construction, maintenance or operation of the station and not for resale, provided that such equipment, materials, supplies and other property will become the property of the United States Government prior to use in Australia.
- (3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes, or other charges (not being charges for services requested and rendered) which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the station or wholly consumed on the site in the construction of the station or which, having been brought from the United States expressly for use on the site in the construction of the station, have been exclusively so used and are exported from Australia at or before the completion of the station.

ARTICLE 11

The United States Government may lease from the Australian Government communication services within Australia and to overseas destinations and may establish and operate radio circuits as required for the passing of defence communications. The radio frequencies, powers, bandwidths and other technical details will be agreed upon by the co-operating agencies of the two Governments. The United States Government will take all practicable measures to keep to a minimum all types of electronic interference from its radio transmitters. Such measures shall, pursuant to the International Radio

Regulations, Geneva, 1959,^[1] be particularly applicable in the case of harmful interference to established radio services.

ARTICLE 12

In cases in which the Australian Government or the Government of the State of Western Australia is required to pay claims for which it is liable under Australian law arising out of the operations or activities of the United States Government or United States personnel who are in Australia for the purposes of this Agreement, the appropriate authorities of the United States Government will seek necessary legislative authority to reimburse the Government concerned.

ARTICLE 13

The Australian national flag will be flown on a separate and adjacent flagstaff whenever the United States flag is flown at the station.

ARTICLE 14

Except as otherwise provided in this Agreement, the construction, maintenance and operation of the station will be without cost to the Australian Government. The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the station by its forces.

ARTICLE 15

Technical arrangements implementing this Agreement shall be made by the co-operating agencies of the two Governments. On the part of the Australian Government, the co-operating agency will be the Department of Defence. On the part of the United States Government, the co-operating agency will be the Department of the Navy.

ARTICLE 16

(1) This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval. ^[2]

(2) The Agreement shall remain in force for at least twenty-five years and thereafter until the expiration of 180 days from the date on which one Government gives to the other Government notice in writing that it desires to terminate the Agreement.

In witness whereof the undersigned, duly authorised by their respective Governments, have signed this Agreement.

¹ TIAS 4893; 12 UST 2377.

² June 28, 1963.

Done at Canberra, in duplicate, this ninth day of May, One thousand nine hundred and sixty-three.

WM C BATTLE

G. BARWICK

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA

AUSTRALIA

United States Naval Communication Station in Australia

Agreement amending the agreement of May 9, 1963.

Effectuated by exchange of notes

Dated at Canberra July 12, 1968;

Entered into force July 12, 1968;

Effective July 1, 1968.

*The Department of External Affairs of Australia to the
American Embassy*

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement of 9 May 1963 [1] between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia.

In Article 15 of that Agreement, the Department of Defence is designated as the co-operating agency on the part of the Australian Government. The Australian Government now wishes to transfer the functions of the co-operating agency from the Department of Defence to the Department of the Navy and proposes that Article 15 of the Agreement be amended accordingly so that the second sentence of Article 15 would read as follows:

"On the part of the Australian Government, the co-operating agency will be the Department of the Navy."

If the foregoing proposal is acceptable to the Government of the United States of America, the Department has the honour to propose that this Note and the Embassy's reply in the same sense shall constitute an agreement between the two Governments which shall be deemed to have taken effect on 1 July, 1968.



¹ TIAS 5377; 14 UST 908.

*The American Embassy to the Department of External Affairs of
Australia*

Note No. 235

The Embassy of the United States of America presents its compliments to the Department of External Affairs of the Commonwealth of Australia and has the honor to acknowledge the Department's Note of July 12, 1968, reading as follows:

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement of 9 May, 1963, between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia.

In Article 15 of that Agreement, the Department of Defence is designated as the co-operating agency on the part of the Australian Government. The Australian Government now wishes to transfer the functions of co-operating agency from the Department of Defence to the Department of the Navy and proposes that Article 15 of the Agreement be amended accordingly so that the second sentence of Article 15 would read as follows:

'On the part of the Australian Government, the cooperating agency will be the Department of the Navy.'

If the foregoing proposal is acceptable to the Government of the United States of America, the Department has the honour to propose that this Note and the Embassy's reply in the same sense shall constitute an agreement between the two Governments which shall be deemed to have taken effect on 1 July, 1968.

The Embassy has the honor to confirm that the proposal of the Government of the Commonwealth of Australia is acceptable to the United States Government, which agrees that the Department's Note and this present reply should constitute an agreement between the two Governments in the matter.

EMC

EMBASSY OF THE UNITED STATES OF AMERICA
Canberra, July 12, 1968

AUSTRALIA

United States Naval Communication Station in Australia

*Agreement amending the agreement of May 9, 1963, as amended.
Effectuated by exchange of notes
Signed at Canberra March 21, 1974;
Entered into force January 14, 1975.*

(2667)

TIAS 8338

*The Australian Acting Minister for Foreign Affairs to the American
Ambassador*



ACTING MINISTER FOR FOREIGN AFFAIRS

CANBERRA

March 21, 1974

Excellency,

I have the honour to refer to recent discussions between representatives of our two Governments concerning the future joint operation and utilisation by United States and Australian Forces of the present Naval Communication Station at North West Cape in the state of Western Australia. In accordance with the understandings reached in those discussions, I have the honour to propose that the agreement between the Government of Australia and the Government of the United States of America concerning the said Station, which entered into force on June 28, 1963 and was amended with effect from July 1, 1968, [1] be further amended as follows :

1. Article 1 be amended to read:

"In accordance with the terms and conditions set out in this agreement, the United States Government may establish, maintain and operate a Naval Communication Station (in this agreement called the "Station") at North West Cape in the state of Western Australia. The Station shall be operated by the armed forces of the two Governments as a joint facility";

2. Article 2 be amended to read:

"The Australian Government will acquire such land as is required for the purposes of the Station. All land so acquired will remain vested in the Australian Government, which will for the duration of this agreement grant to the United States Government all necessary rights of access to such land, and of exclusive use and occupancy thereof subject to the provisions of articles 1 and 4";

¹ TIAS 5377, 6527; 14 UST 908; 19 UST 5445.

3. Article 14 be amended to read:

"Except as otherwise provided in this agreement, the construction, maintenance and operation of the Station will be without cost to the Australian Government (other than costs incurred directly by the Australian Government on behalf of its armed forces). The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the Station by its forces";

All other provisions of the agreement would remain in full force and effect without change.

If the foregoing is acceptable to the Government of the United States of America, I have the honour further to propose that Your Excellency's reply to that effect together with this note, shall constitute an agreement between the two Governments. This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval. [1]

Accept, Excellency, the assurances of my highest consideration.



(E.G. WHITLAM)

His Excellency Mr Marshall Green,
Ambassador,
Embassy of the United States of America,
CANBERRA. A.C.T. 2600

¹ Jan. 14, 1975.

The American Ambassador to the Australian Acting Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

CANBERRA, March 21, 1974

EXCELLENCY:

I have the honor to acknowledge receipt of your Note of March 21, 1974, which reads as follows:

"I have the honour to refer to recent discussions between representatives of our two Governments concerning the future joint operation and utilisation by United States and Australian Forces of the present Naval Communication Station at North West Cape in the state of Western Australia. In accordance with the understandings reached in those discussions, I have the honour to propose that the agreement between the Government of Australia and the Government of the United States of America concerning the said Station, which entered into force on June 28, 1963 and was amended with effect from July 1, 1968, be further amended as follows:

1. Article 1 be amended to read:

"In accordance with the terms and conditions set out in this agreement, the United States Government may establish, maintain and operate a Naval Communication Station (in this agreement called the "Station") at North West Cape in the state of Western Australia. The Station shall be operated by the armed forces of the two Governments as a joint facility";

2. Article 2 be amended to read:

"The Australian Government will acquire such land as is required for the purposes of the Station. All land so acquired will remain vested in the Australian Government, which will for the duration of this agreement grant to the United States Government all necessary rights of access to such land, and of exclusive use and occupancy thereof subject to the provisions of articles 1 and 4";

3. Article 14 be amended to read:

"Except as otherwise provided in this agreement, the construction, maintenance and operation of the Station will be without cost to the Australian Government (other than costs incurred directly by the Australian Government on behalf of its armed forces). The Australian Government will reimburse the United States Government for such expenses as the co-operating agencies of the two Governments agree should be met by Australia for the use of the Station by its forces";

All other provisions of the agreement would remain in full force and effect without change.

If the foregoing is acceptable to the Government of the United States of America, I have the honour further to propose that Your Excellency's reply to that effect together with this note, shall constitute an agreement between the two Governments. This Agreement shall be subject to approval by the two Governments and shall enter into force on the date on which they exchange instruments notifying such approval.

Accept, Excellency, the assurances of my highest consideration."

I have the honor to confirm that the foregoing proposal of the Government of Australia is acceptable to the Government of the United States and that Your Excellency's Note together with this reply will constitute an Agreement between our two Governments effective on the day on which our two Governments exchange instruments of approval as provided in the said Notes.

Accept, Excellency, the assurances of my highest consideration.

MARSHALL GREEN

The Honorable,

E. G. WHITLAN, Q.C., M.P.

*Acting Minister for Foreign Affairs,
Canberra, A. C. T.*

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10610

LLT RR *LRN*

DEFENSE

Naval Communication Station



Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA

Amending the Agreement of
May 9, 1963, as Amended (100-100)

Effected by Exchange of Notes
Dated at Canberra November 24, 1982



AUSTRALIA

Defense: Naval Communication Station

*Agreement amending the agreement of May 9, 1963, as amended.
Effectuated by exchange of notes
Dated at Canberra November 24, 1982;
Entered into force November 24, 1982.*

(1)

TIAS 10610

The Australian Department of Foreign Affairs to the American Embassy



CH151279

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions concerning the position of Civil Commissioner at the North West Cape Naval Communication Station in the State of Western Australia which is jointly operated and used by United States and Australian forces.

In accordance with the understanding reached in those discussions, the Department has the honour to propose that the Agreement between the Government of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia signed in Canberra on 9 May 1963, as amended on 12 July 1968 and 21 March 1974, ^[1] be further amended by deleting Article 6 and renumbering subsequent articles accordingly.

If the foregoing is acceptable to the Government of the United States of America, the Department has the honour to suggest that this Note and the Embassy's reply to that effect shall together constitute an Agreement between the two Governments which shall enter into force on the date of the Embassy's reply.

¹ TIAS 5377, 6527, 8338; 14 UST 908; 19 UST 5445; 27 UST 2667.

The Department of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



CANBERRA A.C.T.

24 November 1982

TIAS 10610

*The American Embassy to the Australian Department of Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 172

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to acknowledge receipt of the Department's Note of November 24, 1982 which reads as follows:

[For the text of the Australian note, see pp. 2-3.]

The Embassy has the honor to confirm that the foregoing proposal of the Government of Australia is acceptable to the Government of the United States of America and that the Department's Note together with this reply shall constitute an agreement between the two Governments on the matter which shall enter into force on the date of this reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

Embassy of the United States of America,
Canberra, November 24, 1982.



TIAS 10610

GPO: 1985 49-158 (12800)

MULTILATERAL

Re-entry Experiments in Australia (Project Sparta)

Arrangement signed at Canberra March 30, 1966;

Entered into force March 30, 1966.

With exchanges of notes between the United States of America and Australia, and United States aide memoire.

MEMORANDUM OF ARRANGEMENT TO COVER RE-ENTRY EXPERIMENTS IN AUSTRALIA PROJECT SPARTA

This Memorandum records the understandings reached between the Government of the Commonwealth of Australia (in this Memorandum called the "Australian Government"), the Government of the United States of America (in this Memorandum called the "United States Government") and the Government of the United Kingdom of Great Britain and Northern Ireland (in this Memorandum called the "United Kingdom Government") in connection with the project known as SPARTA (in this Memorandum called "The Project"), for the firing of certain re-entry vehicles from the Australian test range at Woomera and the use of special instrumentation to observe re-entry phenomena. The Project will be conducted in accordance with the following principles and procedures.

ARTICLE I

1. The Project will be conducted by three co-operating agencies on behalf of the three Governments. These agencies will be the Advanced Research Projects Agency of the United States Department of Defense, the United Kingdom Ministry of Aviation and the Australian Department of Supply.
2. The co-operating agencies will negotiate with a view to reaching agreement upon the programme for the Project, arrangements with respect to the use of the test range, the financing of the Project and other matters relating to the Project.

TIAS 5984

(350)

ARTICLE II

As between the United Kingdom Government and the Australian Government, subsisting arrangements relating to the conduct of the Joint United Kingdom/Australian Long Range Weapons Project shall apply with respect to the Project insofar as they are not modified by the terms of this Memorandum or the agency agreement to be concluded in accordance with the preceding article.

ARTICLE III

1. The Australian Government will take the necessary steps to facilitate the admission into its territory of such United States personnel (military and civilian employees of the United States Government and contractors and sub-contractors and their employees) as may be assigned to visit or participate in the Project.
2. The Australian Government will arrange for the implementation by appropriate means of the principle that goods, including private motor vehicles, that are owned by United States personnel when they enter Australia for the purpose of participating in the Project and are brought by them into Australia for their personal and household use and that will be removed by them from Australia upon their ceasing to participate in the Project will, subject to compliance with procedures and to the provision of recognisances prescribed by or under Australian law, be permitted entry and removal free from payment of Australian customs duty and sales tax.
3. United States personnel sent to Australia to participate in the Project will be free from Australian taxes on income in respect of:—
 - (A) Remuneration for services rendered in Australia or by virtue of the presence of such personnel in Australia in connection with the Project and
 - (B) Income derived from sources outside Australia.
4. United States personnel, while engaged in Australia under the Project, will, unless they acquire an Australian domicile, also be free from Australian death and gift duties which, because of their presence in Australia, might become payable in respect of property situated outside Australia.

5. The provisions of this article do not exempt any persons from payment of Australian taxes on income derived from Australian sources, nor do they exempt United States citizens, who for United States income tax purposes, claim Australian residence, from payment of Australian taxes on income.

6. The provisions of this article do not apply to any persons for whom status in Australia is provided under the Agreement Concerning the Status of United States Forces in Australia of May 9, 1963.^[1]

ARTICLE IV

1. The Australian Government will take the necessary steps to facilitate the admission into Australia of all property provided by or on behalf of the United States Government in connection with the Project. No duties, taxes, or other like charges will be imposed on such property by the Australian Government or any of its instrumentalities.

2. The United States Government and its contractors and sub-contractors will retain title to all property imported, brought into or acquired in Australia for the Project.

3. The United States Government and its contractors and sub-contractors may remove such property from Australia at their own expense and free from export duties or related charges, upon the completion of the Project or sooner. However, such property will not be disposed of in Australia except under conditions acceptable to the Australian Government.

ARTICLE V

1. Data acquired through the programme, including the results of the analysis of such data, will be freely available to each of the participating Governments. This arrangement does not place the participating Governments under obligations to exchange information on application of data, acquired through the programme, to particular weapon systems.

¹ TIAS 5349; 14 UST 506.

2. Should any information involving any proprietary rights be exchanged under the Project, such rights will be respected by the Government receiving it, but each of the participating Governments may use for its own purposes all other information.

3. Should inventions be made during the course of the joint work of the Project, each of the participating Governments will, so far as is within its power, grant to the other two Governments a royalty-free license to use those inventions for their defense purposes.

ARTICLE VI

This Memorandum of Arrangement will take effect from the date of signature and will have effect in respect of operations for three years from that date and thereafter until terminated by any one of the Governments upon three months' written notice to the other two Governments.

SIGNED at Canberra this thirtieth day of March One thousand nine hundred and sixty-six.

For the Government of the
Commonwealth of Australia: } J. G. GORTON

For the Government of the
United Kingdom of Great
Britain and Northern Ireland: } J. CONWY MORGAN

For the Government of the
United States of America: } EDWIN M CRONK

Certified True Copy

[SEAL] JOHN PIPER

(J. A. Piper)
for the Secretary.

[Exchanges of Notes]

U.S. Note

No. 189

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to ask the Department to confirm the following understanding concerning the carrying out in Australia of Project Sparta:

"In connection with the memorandum of arrangement concerning Project Sparta, concluded this day, it is the understanding of the Government of the United States that claims (other than contractual claims) resulting from this Project will be handled as follows:

"A. (1) Each Government waives all its claims against the other Government for any damage to any property owned by it and used for the purposes of the Project, provided that the damage:

"(a) Was caused by Project personnel of the other Government in the performance of official duties in relation to the Project; or

"(b) Arose from the use in relation to the Project of any vehicle or aircraft owned by the other Government or its contractors or subcontractors provided either that the vehicle or aircraft causing the damage was being used for official purposes in relation to the Project or the damage was caused to any property being so used.

"(2) Each Government waives all its claims against the other Government for injury or death suffered by any of its Project personnel while such personnel was engaged in the performance of official duties in relation to the Project.

"(3) If a dispute arises as to whether an act or omission was done in the performance of official duties in relation to the Project, or whether a vehicle or aircraft was being used for official purposes in relation to the Project, the question shall be submitted to the arbitrator provided for under subparagraph 2 (B) of Article 12 of the Agreement concerning the Status of United States Forces in Australia of May 9, 1963,¹ whose decision on this point shall be final and conclusive.

"B. Other claims of the Governments and the claims of their contractors and subcontractors will, subject to any payment provided under the insurance referred to in C below, be (I) settled under the agreement concerning the Status of United States Forces in Australia of May 9, 1963, if the circumstances giving rise to a claim bring it within the purview of Article 12 thereof; (II) presented to the

¹ TIAS 5349; 14 UST 516.

Australian or United States contractors and subcontractors as appropriate, who will have effected public risk insurance; or (III) communicated to the Government concerned for appropriate disposition in accordance with its domestic law.

"C. Except in the case of claims arising out of the use of motor vehicles, third party claims against Governments, contractors and subcontractors shall be handled through the procurement in Australia of comprehensive third party risk insurance which shall also extend to claims referred to in the last preceding paragraph. The cost of this coverage for all firings is to be shared as follows: one-half by the Australian Government, and, on behalf of the United States, one-half by its contractors. The United States Government and all contractors and subcontractors shall provide appropriate insurance coverage against third party risks resulting from the operation of their respective motor vehicles. The Australian Government will handle motor vehicle claims against it as a self-insurer.

"D. Any claims (including those of third parties) against a Government, contractor or subcontractor that are not disposed of or settled by virtue of the operation of the preceding provisions of this understanding may be presented by either Government to the other to be dealt with through diplomatic channels.

"E. (1) For the purposes of this understanding

"(a) Property procured with funds allocated to the joint United Kingdom/Australian long range weapons project or used in connection with that project shall be regarded as being property owned or used by the Australian Government; and

"(b) Persons, whether Australian or United Kingdom personnel, engaged upon the Project shall be deemed to be employees or contractors of the Australian Government, and the Australian Government shall accordingly have the rights and obligations provided by this understanding with respect to that property and those persons.

"(2) As between the Australian Government and the United Kingdom Government, damage to property referred to in the last preceding paragraph and amounts for which the Australian Government is liable in relation to persons referred to in that paragraph shall be dealt with and shared by and between the two Governments in the same manner as such damage and liabilities are to be dealt with and shared under the subsisting agreements relating to the conduct of the joint Project.

"F. Nothing in this understanding shall affect the jurisdiction of the courts of Australia or the sovereign immunity of the United States from suit in those courts.

"If the foregoing understanding is shared by the Australian Government, the Embassy of the United States proposes that the present

TIAS 5984

note and the Australian Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and United States Governments in the matter."

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

AUSTRALIA

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 189 of 30th March, 1966, reading as follows:-

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honour to ask the Department to confirm the following understanding concerning the carrying out in Australia of Project Sparta:

'In connection with the memorandum of arrangement concerning Project Sparta, concluded this day, it is the understanding of the Government of the United States that claims (other than contractual claims) resulting from this Project will be handled as follows:

'A. (1) Each Government waives all its claims against the other Government for any damage to any property owned by it and used for the purposes of the Project, provided that the damage:

'(a) Was caused by Project personnel of the other Government in the performance of official duties in relation to the Project; or

'(b) Arose from the use in relation to the Project of any vehicle or aircraft owned by the other Government or its contractors or subcontractors provided either that the vehicle or aircraft causing the damage was being used for official purposes in relation to the Project or the damage was caused to any property being so used.

'(2) Each Government waives all its claims against the other Government for injury or death suffered by any of its Project personnel while such personnel was engaged in the performance of official duties in relation to the Project.

'(3) If a dispute arises as to whether an act or omission was done in the performance of official duties in relation to the Project, or whether a vehicle or aircraft was being used for official purposes in relation to the Project, the question shall be submitted to the arbitrator provided for under subparagraph 2 (B) of Article 12 of the Agreement concerning the Status of United States Forces in Australia of May 9, 1963, whose decision on this point shall be final and conclusive.

'B. Other claims of the Governments and the claims of their contractors and subcontractors will, subject to any payment provided under the insurance referred to in C below, be (I) settled under the agreement concerning the Status of United States Forces in Australia of May 9, 1963, if the circumstances giving rise to a claim bring it within the purview of Article 12 thereof; (II) presented to the Australian or United States contractors and subcontractors as appropriate, who will have effected public risk insurance or (III) communicated to the Government concerned for appropriate disposition in accordance with its domestic law.

'C. Except in the case of claims arising out of the use of motor vehicles, third party claims against Governments, contractors and subcontractors shall be handled through the procurement in Australia of comprehensive third party risk insurance which shall also extend to claims referred to in the last preceding paragraph. The cost of this coverage for all firings is to be shared as follows: one-half by the Australian Government, and, on behalf of the United States, one-half by its contractors. The United States Government and all contractors and subcontractors shall provide appropriate insurance coverage against third party risks resulting from the operation of their respective motor vehicles. The Australian Government will handle motor vehicle claims against it as a self-insurer.

'D. Any claims (including those of third parties) against a Government, contractor or subcontractor that are not disposed of or settled by virtue of the operation of the preceding provisions of this understanding may be presented by either Government to the other to be dealt with through diplomatic channels.

'E. (1) For the purposes of this understanding

'(a) Property procured with funds allocated to the joint United Kingdom/Australian long range weapons project or used in connection with that project shall be regarded as being property owned or used by the Australian Government; and

'(b) Persons, whether Australian or United Kingdom personnel, engaged upon the Project shall be deemed to be employees or contractors of the Australian Government, and the Australian Government shall accordingly have the rights and obligations provided by this understanding with respect to that property and those persons.

'(2) As between the Australian Government and the United Kingdom Government, damage to property referred to in the last preceding paragraph and amounts for which the Australian Government is liable in relation to persons referred to in that paragraph shall be dealt with and shared by and between the two Governments in the same manner as such damage and liabilities are to be dealt with and shared under the subsisting agreements relating to the conduct of the joint Project.

'F. Nothing in this understanding shall affect the jurisdiction of the Courts of Australia or the sovereign immunity of the United States from suit in those courts.

'If the foregoing understanding is shared by the Australian Government, the Embassy of the United States proposes that the present note and the Australian Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and United States Governments in the matter.'

The Department of External Affairs has the honour to confirm that the understanding contained in the Embassy's Note is shared by the Australian Government, and accepts the proposal that the Embassy's Note and this confirmatory reply shall be deemed to constitute and evidence the understanding between the United States and Australian Governments in the matter.

[SEAL]

J P

THE DEPARTMENT OF EXTERNAL AFFAIRS,
CANBERRA. A.C.T.
30th March, 1966.

AUSTRALIA

File 694/7/42

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to request the Embassy to confirm the following understanding concerning the Memorandum of Arrangement concerning Project Sparta concluded this day.

"It is expected that paragraphs 3 and 5 of Article III will be given effect to by applying to the various categories of United States personnel set out in paragraph 1 of that Article, in relation to the project, the provisions and conditions that apply to employees of the United States Forces and to contractors and their employees, respectively, for the purpose of giving effect to the Agreement concerning the status of United States Forces in Australia and to the Agreement relating to the Establishment of a United States Naval Communication Station in Australia.¹

It is understood on the part of the Australian Government that this course of action would be accepted by the United States Government as compliance with the requirements of those paragraphs and your confirmation of this on behalf of the United States Government would be appreciated."

¹ TIAS 5377; 14 UST 908.

TIAS 5984

If the foregoing understanding is shared by the United States Government, the Department of External Affairs proposes that the present Note and the United States Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and the United States Governments in the matter.

The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL]

J P

CANBERRA. A.C.T.
30th March, 1966.

U.S. Note

No. 193

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Department's note of today's date which reads as follows:

"The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to request the Embassy to confirm the following understanding concerning the Memorandum of Arrangement of Project Sparta concluded this day.

'It is expected that paragraphs 3 and 5 of Article III will be given effect to by applying to the various categories of United States personnel set out in paragraph 1 of that Article, in relation to the project, the provisions and conditions that apply to employees of the United States Forces and to contractors and their employees, respectively, for the purpose of giving effect to the Agreement concerning the status of United States Forces in Australia and to the Agreement relating to the Establishment of a United States Naval Communication Station in Australia.

'It is understood on the part of the Australian Government that this course of action would be accepted by the United States Government as compliance with the requirements of those paragraphs and your confirmation of this on behalf of the United States Government would be appreciated.'

"If the foregoing understanding is shared by the United States Government, the Department of External Affairs proposes that the present Note and the United States Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and the United States Governments in the matter.

TIAS 5984

"The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

The Embassy has the honor to confirm that the foregoing understanding concerning the Memorandum of Arrangement of Project Sparta concluded this day is shared by the United States Government which concurs in the suggestion that the Department's note and this reply shall constitute an understanding between the Australian and United States Governments in the matter.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

AIDE-MEMOIRE

In connection with the Memorandum of Arrangement signed March 30, 1966 for the carrying out of "Project Sparta" in Australia, it will be recalled that the following understandings were reached:

1. The expression "brought by them into Australia" does not mean physically accompanying on actual arrival but will permit effects already owned at the time of entry to be introduced within a reasonable period thereafter, normally six months.
2. It is the understanding of the United States Government that left-hand drive vehicles may be registered in South Australia and the Australian Capital Territory.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

AUSTRALIA

Joint Defense Space Research Facility

Agreement signed at Canberra December 9, 1966;

Entered into force December 9, 1966.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA RELATING TO THE ESTABLISHMENT OF A JOINT DEFENCE SPACE RESEARCH FACILITY

The Government of the United States of America (in this Agreement called "the United States Government") and the Government of the Commonwealth of Australia (in this Agreement called "the Australian Government"),

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand, and the United States of America on the first day of September, 1951; [¹]

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to co-operate further in effective defence and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a joint United States-Australia defence space research facility in Australia will materially contribute to that end;

Adverting to the Agreement entered into between the United States Government and the Australian Government on the ninth day of May 1963, [²] concerning the Status of United States Forces in Australia (in this Agreement called "the Status of Forces Agreement");

Have agreed as follows:

ARTICLE 1

In accordance with the terms and conditions set forth in this Agreement, the United States Government and the Australian Government shall establish, maintain and operate in Australia a facility for general defence research in the space field (in this Agreement called "the facility").

¹ TIAS 2493; 3 UST (pt. 3) 3420.

² TIAS 5349; 14 UST 506.

ARTICLE 2

The Australian Government shall at its own expense provide such land in the vicinity of Alice Springs, Northern Territory, as is required for the purposes of the facility. All land so provided will remain vested in the Australian Government, which shall for the duration of this Agreement make the land available for the facility on terms and conditions to be agreed between the two Governments and shall for this purpose accord to the United States Government all necessary rights of access to, and joint use and occupation of, the land.

ARTICLE 3

The facility shall be established, maintained and operated by the co-operating agencies of the two Governments, and information derived from the research programmes conducted at the facility shall be shared by the two Governments. These agencies are the Australian Department of Defence and the Advanced Research Projects Agency (ARPA) of the United States Department of Defense.

ARTICLE 4

At all stages of construction and maintenance of the facility use shall be made of Australian resources, wherever appropriate and practicable.

ARTICLE 5

The land provided for the facility under Article 2 shall be considered a secure area. The authorities of the Australian Government shall prescribe appropriate measures to control access to the land and the facility. Security measures within the area shall be arranged between the co-operating agencies.

ARTICLE 6

Except as may be otherwise agreed between the two Governments, the United States Government and its contractors and sub-contractors shall retain title to equipment, materials, supplies and other property brought into or acquired in Australia by them for the facility. The United States Government, consistently with this Agreement, and its contractors and sub-contractors may remove such property from Australia at their own expense and free from export duties and related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed upon by the two Governments.

ARTICLE 7

(1) The Status of Forces Agreement, other than Articles 9, 10, 11, 15, 17 and 20 and subject to the modifications set out in paragraph

(2) of this Article, shall be deemed to apply to the construction, maintenance and operation of the facility (in this Article referred to as "the project") and shall be read as if incorporated in this Agreement.

(2) For the purposes of the application of the provisions of the Status of Forces Agreement in accordance with paragraph (1) of this Article, it is agreed that, as between the Governments—

- (a) a United States civilian employee shall be regarded as a member of the civilian component and the applicable provisions of that Agreement shall be applied to the employee accordingly;
- (b) property owned by the United States Government and used in Australia in connection with the project shall be regarded as being used or for use by its land, sea or air armed forces and paragraph (1) of Article 12 of that Agreement shall be applied to that property accordingly;
- (c) damage caused by a United States civilian employee in the performance of duty in relation to the project shall be regarded as being caused by an employee of the armed forces of the United States Government in the performance of his official duties and paragraph (1) of Article 12 of that Agreement shall be applied to that damage accordingly;
- (d) vehicles owned by the United States Government and used in Australia in connection with the project shall be regarded as official vehicles of the United States Forces and paragraph (5) of Article 12 of that Agreement shall be applied to those vehicles accordingly;
- (e) an act or omission of a United States civilian employee done in the performance of duty in relation to the project shall be regarded as an act or omission of an employee of the United States Forces done in the performance of official duty and paragraph (7) of article 12 of that Agreement shall be applied accordingly; and
- (f) United States personnel who are in Australia for the purposes of the project shall be regarded as in Australia for the purposes of that Agreement and Article 21 of that Agreement shall be applied accordingly.

(3) For the purposes of this Article "a United States civilian employee" means a civilian employee of the United States Government who is employed in Australia in connection with the facility and who is not a citizen of, or ordinarily resident in, Australia.

ARTICLE 8

(1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with the facility. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in the construction, maintenance or operation of the facility and which it is certified at the time of entry is or will become the property of the United States Government.

(2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the construction, maintenance or operation of the facility and not for resale, provided that such property will become the property of the United States Government prior to use in Australia.

(3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the facility or wholly consumed on the site in the construction, maintenance or operation of the facility or which, having been brought from the United States expressly for use on the site in the construction, maintenance or operation of the facility, have been exclusively so used and have been exported from Australia.

ARTICLE 9

(1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the facility by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependants of any of the above other than those persons who, immediately before becoming dependants, were and at all times thereafter have continued to be ordinarily resident in Australia, shall not be subject to Australian tax in respect of income derived from sources outside Australia.

(2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependants are in Australia solely in connection with the establishment, maintenance or operation of the facility shall not be considered as periods of residence therein,

or as creating a change of residence or domicile, for the purposes of such taxation.

(3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependants being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the facility shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by, those persons or companies, be exempt from taxation under the laws of the Australian Government relating to estate and gift duty.

(4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to—

- (a) property held as, or for the purpose of, an investment;
- (b) intangible property registered, and copyright subsisting, in Australia; or
- (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.

(5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the facility, agreed upon by the two Governments.

ARTICLE 10

The communications services of the Australian Government and its instrumentalities shall be used, as appropriate, for the purposes of the facility in accordance with arrangements to be made between the co-operating agencies.

ARTICLE 11

The Australian Government shall exercise its good offices for the purpose of ensuring that material in support of the facility that is required to be carried by rail is transported expeditiously and at the rates applicable to goods carried on behalf of the Australian Government.

ARTICLE 12

Whenever flags are flown at the facility, the United States flag and the Australian national flag shall be flown on separate and adjacent flagstuffs.

ARTICLE 13

This Agreement shall enter into force on the date of signature and shall remain in force for a period of ten years and thereafter until terminated. After this Agreement has been in force for a period of nine years, either Government may at any time notify the other Government in writing that it desires to terminate the Agreement, in which event the Agreement shall terminate one year after such notice has been given.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE at Canberra, in duplicate, this ninth day of December 1966.

EDWIN M CRONK
FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA.

PAUL HASLUCK
FOR THE GOVERNMENT
OF THE COMMONWEALTH
OF AUSTRALIA.

AUSTRALIA

Joint Defense Space Research Facility

*Agreement amending and extending the agreement of
December 9, 1966.*

Effected by exchange of notes

Signed at Canberra October 19, 1977;

Entered into force October 19, 1977.

(2759)

TIAS 8969

*The American Ambassador to the Australian Minister for
Foreign Affairs*



EMBASSY OF THE
UNITED STATES OF AMERICA

Note No. 133

Canberra, October 19, 1977

Excellency:

I have the honor to refer to the Agreement signed in Canberra on 9 December 1966 [¹] between the Government of the United States of America and the Government of Australia relating to the establishment of a Joint Defense Space Research Facility.

The Government of the United States of America proposes that the Agreement be extended for a further period of ten years and thereafter until terminated. The Government of the United States of America further proposes that after this extension has been in force for a further period of nine years, either Government may at any time notify the other in writing that it desires to terminate the Agreement in which event the Agreement shall terminate one year after such notice has been given.

With reference to Article 3 of the Agreement the Government of the United States of America proposes the deletion from that Article of the words "the Advanced Research Projects Agency (ARPA) of". Article 3 would thus read as follows:

"The facility shall be established, maintained and operated by the co-operating agencies of the two Governments, and information derived from the research programs conducted at the facility shall be shared by the two Governments. These agencies are the Australian Department of Defence and the United States Department of Defense."

¹ TIAS 6182; 17 UST 2235.

I have the honor to suggest that, if the foregoing proposals are acceptable to the Government of Australia, this Note and your confirmatory reply thereto shall together constitute and evidence an Agreement between our two Governments concerning this matter which shall enter into force on the date of the Government of Australia's reply.

Accept, Sir, the renewed assurances of my highest consideration.

P. H. Alston, Jr.

His Excellency

Andrew S. Peacock,

Minister for Foreign Affairs,

Canberra.

TIAS 8969

*The Australian Minister for Foreign Affairs to the American
Ambassador*



DEPARTMENT OF FOREIGN AFFAIRS
CANBERRA

19 October 1977

Your Excellency,

I have the honour to refer to your letter of 19 October 1977 regarding the Agreement signed in Canberra on 9 December 1966 between the Government of Australia and the Government of the United States of America relating to the establishment of a Joint Defence Space Research Facility, which reads as follows:-

"I have the honour to refer to the Agreement signed in Canberra on 9 December 1966 between the Government of the United States of America and the Government of Australia relating to the establishment of a Joint Defense Space Research Facility.

The Government of the United States of America proposes that the Agreement be extended for a further period of ten years and thereafter until terminated. The Government of the United States of America further proposes that after this extension has been in force for a further period of nine years, either Government may at any time notify the other in writing that it desires to terminate

TIAS 8969

the Agreement in which event the Agreement shall terminate one year after such notice has been given.

With reference to Article 3 of the Agreement the Government of the United States of America proposes the deletion from that Article of the words 'the Advanced Research Projects Agency (ARPA) of'. Article 3 would thus read as follows:

'The facility shall be established, maintained and operated by the co-operating agencies of the two Governments, and information derived from the research programs conducted at the facility shall be shared by the two Governments. These agencies are the Australian Department of Defence and the United States Department of Defense.'

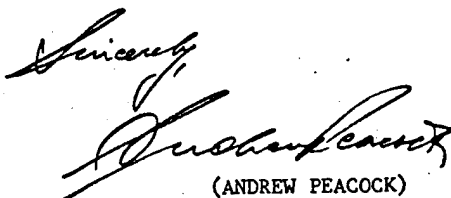
I have the honour to suggest that, if the foregoing proposals are acceptable to the Government of Australia, this Note and your confirmatory reply thereto shall together constitute and evidence an Agreement between our two Governments concerning this matter which shall enter into force on the date of the Government of Australia's reply.

TIAS 8969

Accept, Sir, the renewed assurances of my highest consideration."

I have the honour to confirm that the Government of Australia accepts the proposals contained in Your Excellency's letter, and that your letter and this reply shall together constitute and evidence an Agreement between our two Governments concerning this matter which shall enter into force on the date of this reply.

Accept, Your Excellency, the renewed assurances of my highest consideration.


(ANDREW PEACOCK)

His Excellency Mr P.H. Alston, Jnr.,
Ambassador of the United States of America,
CANBERRA

U.S. GOVERNMENT PRINTING OFFICE : 1978 O-32-912

AUSTRALIA

Joint Defense Space Communications Station

*Agreement signed at Canberra November 10, 1969;
Entered into force November 10, 1969.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA RELATING TO THE ESTABLISHMENT OF A JOINT DEFENSE SPACE COMMUNICATIONS STATION IN AUSTRALIA

The Government of the United States of America (in this Agreement called "the United States Government") and the Government of the Commonwealth of Australia (in this Agreement called "the Australian Government");

Recalling the Security Treaty which was concluded at San Francisco between Australia, New Zealand and the United States of America on the first day of September, 1951; [¹]

Noting, in particular, Article II of that Treaty which provides that the parties thereto will separately and jointly maintain and develop their individual and collective capacity to resist armed attack;

Desiring to cooperate further in collective defense and for the preservation of peace and security;

Considering that the establishment, maintenance and operation of a joint space communications station in Australia to support defense activities will materially contribute to that end;

Adverting to the Agreement entered into between the United States Government and the Australian Government on the ninth day of May, 1963, concerning the status of United States Forces in Australia (in this Agreement called "the Status of Forces Agreement"); [²]

Have agreed as follows:

¹ TIAS 2493; 3 UST 3420.

² TIAS 5349; 14 UST 506.

ARTICLE I

The Australian Government and the United States Government shall cooperate in establishing, maintaining and operating a joint space communications station in the vicinity of Woomera, Australia, together with support facilities, to support defense activities.

ARTICLE II

(1) The station shall be established, maintained and operated by the cooperating agencies of the two Governments (hereinafter called "the cooperating agencies") and information derived from the activities conducted at the station shall be available to the two Governments. These agencies shall be the United States Air Force and the Australian Department of Defence.

(2) The cooperating agencies may make arrangements to determine, among other matters, the financial, security and other responsibilities of the appropriate authorities of the two Governments for participation in the establishment, maintenance, operation and manning of the station.

ARTICLE III

(1) The Australian Government at its own expense shall provide, in the vicinity of Woomera, such land, easements and rights of way as are required for the purposes of the station. All land, easements and rights of way so provided shall be vested in the Australian Government and shall for the duration of this Agreement be made available for the station on terms and conditions to be agreed between the cooperating agencies.

(2) Land provided for the station under this Article shall be considered a secure area. The authorities of the Australian Government shall prescribe in consultation with appropriate United States authorities measures to control access to the land and to minimize interference with the operation of the station within this area and agreed upon surrounding areas.

(3) When land areas or improvements utilized by the United States Government for the purposes of this Agreement are no longer required by it, they shall be relinquished in good order and condition as agreed by the cooperating agencies.

ARTICLE IV

Access roads, buildings, installations, utilities and other facilities and structures necessary to the establishment, maintenance and operation of the station will be constructed or made available on terms and conditions to be agreed between the cooperating agencies.

TIAS 6788

ARTICLE V

(1) The communications services of the Australian Government and its instrumentalities shall be used, to the maximum extent practicable, for the purposes of the station in accordance with arrangements to be made between the two Governments.

(2) The use of radio frequencies, powers and band widths for the radio services for the station shall be as agreed upon by the appropriate United States authorities with the appropriate Australian authorities.

ARTICLE VI

At all stages in the establishment and maintenance of the station, the maximum practicable use will be made of Australian resources. Arrangements for giving effect to this Article shall be as determined from time to time by the two Governments.

ARTICLE VII

Except as may be otherwise agreed between the two Governments, the United States Government and its contractors and sub-contractors shall retain title to equipment, materials, supplies and other property brought into or acquired in Australia by them or on their behalf for the station. Consistently with this Agreement, the United States Government and its contractors and sub-contractors may remove such property at any time from Australia at their own expense and free from export duties and related charges, upon the termination of this Agreement or sooner. However, such property shall not be disposed of within Australia except under conditions to be agreed upon by the cooperating agencies. The Australian Government shall be given the right of first refusal of equipment before it can be disposed of outside Australia and not in the United States.

ARTICLE VIII

The Australian Government shall, in accordance with its laws, regulations and procedures, facilitate the admission into and exit from Australia of contractors and sub-contractors of the United States Government and their employees as may be required in Australia for the purposes of this Agreement, and dependents of these categories of persons.

TIAS 6788

ARTICLE IX

- (1) The Australian Government shall take the necessary steps to facilitate the admission into Australia of all equipment, materials, supplies and other property provided by or on behalf of the United States Government in connection with the station. No duties, taxes or like charges shall be levied on such property which is certified by the United States Government to be imported for use in the establishment, maintenance or operation of the station and which it is certified at the time of entry is or is intended to be the property of the United States Government.
- (2) Exemption from sales tax will be allowed by the Australian Government in respect of equipment, materials, supplies and other property purchased in Australia which the United States Government certifies are for use in the establishment, maintenance or operation of the station and not for resale, provided that such property is intended to be the property of the United States Government prior to use in Australia.
- (3) The United States Government will be entitled to receive from the Australian Government the amount of any duties, taxes or other charges (not being charges for services requested and rendered), which may have been imposed or levied in respect of equipment, materials, supplies or other property which have been incorporated in the station or wholly consumed on the site in the establishment, maintenance or operation of the station or which, having been brought from the United States expressly for use on the site in the establishment, maintenance or operation of the station, have been exclusively so used and have been exported from Australia.

ARTICLE X

- (1) Income derived wholly and exclusively from performance in Australia of any contract with the United States Government in connection with the station by any person or company (other than a company incorporated in Australia) being a contractor, sub-contractor, or one of their personnel, who is in or is carrying on business in Australia solely for the purpose of such performance, shall be deemed not to have been derived in Australia, provided that it is not exempt, and is brought to tax, under the taxation laws of the United States. Such contractors, sub-contractors and personnel, and the dependents of any of the above other than those persons, who, immediately before becoming dependents, were and at all times thereafter have continued to be ordinarily resident in Australia, shall not be subject to Australian tax in respect of income derived from sources outside Australia.

- (2) Where the legal incidence of any form of taxation in Australia depends upon residence or domicile, periods during which such contractors, sub-contractors, personnel and dependents are in Australia solely in connection with the establishment, maintenance or operation of the station shall not be considered as periods of residence therein, or as creating a change of residence or domicile, for the purposes of such taxation.
- (3) Personal property which is situated in Australia solely by reason of such contractors, sub-contractors, personnel and dependents being in Australia, or carrying on business in Australia, wholly and exclusively in connection with the performance in Australia of a contract or contracts with the United States Government in connection with the station shall, in respect of the holding by, transfer by reason of the death of, or transfer to or by those persons or companies, be exempt from taxation under the relevant laws of the Commonwealth of Australia relating to estate and gift duty.
- (4) The last preceding paragraph shall apply only if the property concerned is subject, and is brought, to taxation under the laws of the United States relating to estate or gift tax, and shall not apply in relation to:
- (a) property held as, or for the purpose of, an investment;
 - (b) intangible property registered, and copyright subsisting, in Australia; or
 - (c) property held in connection with the carrying on in Australia of any business not otherwise referred to in this Article.
- (5) A person or company shall not be disqualified from being a contractor, sub-contractor or one of their personnel in respect of whom this Article applies by reason only of the contractor or sub-contractor having undertaken the performance in Australia of a contract for the United States Government in connection with a project, other than the station, agreed upon by the two Governments.

ARTICLE XI

- (1) The Status of Forces Agreement, other than Articles 9, 10, 11 and 17 and subject to modifications set out in paragraph (2) of this Article, shall be deemed to apply to the activities conducted for the purposes of this Agreement and shall be read as if incorporated herein.
- (2) For the purposes of the application of the provisions of the Status of Forces Agreement in accordance with paragraph (1) of this Article, it is agreed that, as between the Governments:
- (a) a United States civilian employee shall be regarded as a member of the civilian component and the applicable provisions of that Agreement shall be applied to the employee accordingly;

TIAS 6788

- (b) property owned by the United States Government and used in Australia in connection with the project shall be regarded as being used or for use by its land, sea or air armed forces and paragraph (1) of Article 12 of that Agreement shall be applied accordingly;
 - (c) damage caused by a United States civilian employee in the performance of duty in relation to the project shall be regarded as having been caused by an employee of the armed forces of the United States Government in the performance of his official duties and paragraph (1) of Article 12 of that Agreement shall be applied to that damage accordingly;
 - (d) vehicles owned by the United States Government and used in Australia in connection with the project shall be regarded as official vehicles of the United States Forces and paragraph (5) of Article 12 of that Agreement shall be applied to those vehicles accordingly;
 - (e) an act or omission of a United States civilian employee done in the performance of duty in relation to the project shall be regarded as an act or omission of an employee of the United States Forces done in the performance of official duty and paragraph (7) of Article 12 of that Agreement shall be applied accordingly;
 - (f) United States personnel who are in Australia for the purposes of the project shall be regarded as in Australia for the purposes of that Agreement and Article 21 of that Agreement shall be applied accordingly; and
 - (g) the scope, incidence and extent of insurance to be taken out by United States Government contractors or sub-contractors shall be determined by consultation between the cooperating agencies.
- (3) For the purposes of this Article, "a United States civilian employee" means a civilian employee of the United States Government who is employed in Australia in connection with the station and who is not a citizen of, or ordinarily resident in, Australia.

ARTICLE XII

A military sales exchange or similar service for the use of authorised United States personnel may be established and operated at the station upon conditions to be agreed between the two Governments.

ARTICLE XIII

A military post office for the transmission and receipt of official mail and other approved mail may be established at the station on terms and conditions to be agreed between the two Governments.

ARTICLE XIV

The Australian Government shall exercise its good offices for the purpose of ensuring that material in support of the station that is required to be carried over land, on water or in the air in Australia is transported expeditiously and at the rates applicable to goods carried on behalf of the Australian Government.

ARTICLE XV

United States Government contractors and sub-contractors shall conform to the requirements of relevant Commonwealth and State laws and regulations, including quarantine and industrial laws.

ARTICLE XVI

It is understood that, to the extent that the carrying out of the purposes of this Agreement will depend upon funds appropriated by either Government, it is subject to the availability of such funds.

ARTICLE XVII

Whenever flags are flown at the station, the Australian national flag and the United States flag shall be flown on separate and adjacent flag-staffs.

ARTICLE XVIII

This Agreement shall enter into force on the date of signature and shall remain in force for a period of ten years and thereafter until terminated. After this Agreement has been in force for a period of nine

TIAS 6788


years, either Government may at any time notify the other Government in writing that it desires to terminate the Agreement, in which event the Agreement shall terminate three hundred and sixty-five days after such notice has been given.

IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed this Agreement.

DONE at Canberra, in duplicate, this *tenth* day of *November*,
One thousand nine hundred and sixty-nine.

 [1]

FOR THE GOVERNMENT
OF THE UNITED
STATES OF AMERICA

 [2]

FOR THE GOVERNMENT
OF THE COMMONWEALTH
OF AUSTRALIA

¹ Walter L. Rice.

² Gordon Freeth.

AUSTRALIA

Training of Army Units

*Agreement signed at Washington November 4, 1976;
Entered into force November 4, 1976.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES ARMY AND THE AUSTRALIAN ARMY REGARDING THE TRAINING OF UNITS FROM BOTH FORCES

ARTICLE I - SCOPE

This Memorandum of Understanding sets forth the general terms and conditions which will govern the exchange training program of units from the United States Army and the Australian Army in the United States of America and Australia. The program is designed to increase the expertise and esprit de corps of the units involved; to develop an appreciation for the tactics and techniques of other forces; to gain experience in the field under varying terrain and climatic conditions; and to provide meaningful contact between the United States Army and the Australian Army. The program is based on the principle of reciprocity which shall apply except to the extent otherwise specified herein.

ARTICLE II - DEFINITIONS

For the purposes of this Memorandum of Understanding:

- a. 'parent force' means the force to which members of a unit on exchange belong;
- b. 'host force' means the force of the country in which a unit of the other country is present on the exchange program; and
- c. 'unit exchange' means the exchange for training purposes of elements of the forces of the parties hereto the size of which will be equal and as mutually agreed by them for the mutual benefit of those forces.

ARTICLE III - OCCURRENCE AND NUMBER

The unit exchanges are planned to occur annually at a time to be mutually agreed and last for four to six weeks. The size of the contingents will be equal and the number of military personnel participating

(8237)

TIAS 8757

will be as agreed from time to time, however see also Articles XIII and XIV.

ARTICLE IV - OBLIGATIONS OF THE HOST FORCE

The host force shall be responsible for providing without recovery of costs:

- a. transportation other than transportation from the host country to the training location and return.
- b. rations and quartering for men (other ranks (enlisted)) and quartering for officers of the parent force.
- c. rations and quarters for officers living under field conditions where there is no established BOQ/Officers Mess.
- d. personnel and logistic support for the parent force as arranged and agreed by nations force headquarters.
- e. specific detail of equipment and environmental clothing to be lent as arranged and agreed by participating units' formation headquarters; and
- f. access to Clubs/Messes, PX/Canteens and recreational facilities.

ARTICLE V - OBLIGATIONS OF PARENT FORCE

The parent force shall be responsible for:

- a. movement of personnel and equipment from the parent force base to the host country training location and return, with respect to non-simultaneous exchange of units.
- b. field support stores and organic equipment not provided by the host force under Article IV.
- c. arrangements and movement for the return to the parent country of deceased/injured/welfare/compassionate cases of the parent force.
- d. transportation arrangements not otherwise specified in this Memorandum of Understanding.
- e. pay and allowances for members of the parent force.
- f. charges incurred by members of the parent force for use of recreational facilities or travel except where provided by the host country as approved entertainment, in which case it is the responsibility of the host country; and
- g. costs incurred for private accommodation by members of the parent force.

ARTICLE VI - JOINT OBLIGATIONS

Each force shall:

- a. provide at its own expense, with regard to simultaneous exchange of units; a joint airlift (one round-trip) of military personnel and equipment from parent force bases to arrival airfields and return; and
- b. ensure that its officers reimburse the host force for the cost of rations.

TIAS 8757

ARTICLE VII – MEDICAL AND DENTAL

- a. It is the responsibility of the parent force to ensure that all members of its force are medically and dentally fit prior to embarkation.
- b. For the duration of the exchange, medical and emergency dental care shall be provided by the host force in the same manner and to the same extent as such care is provided to members of its own force. Officer patients will reimburse the medical facility for the cost of their rations. Any such care provided by the host force beyond the exchange period shall be subject to financial recovery from the parent force.

ARTICLE VIII – ADMINISTRATION

- a. All military personnel participating in the exchange will be in possession of identification cards and identification discs (tags) in accordance with regulations of the parent force.
- b. Military driving permits (licenses) of the host force may be issued to members of the parent force, when considered appropriate by the host force, under applicable orders and regulations of the host force. Such permits (licenses) will only be issued to members in possession of a valid military driving permit (license) issued by the parent force.

ARTICLE IX – AWARDS OR INSIGNIA

Awards or insignia of military qualifications bestowed upon military personnel of the parent force by the host force shall be made in accordance with the regulations of the host force. These awards or insignia shall not be accepted by the military personnel concerned without the prior approval of the parent force.

ARTICLE X – STATUS

- a. the status of members of the US Army while in Australia, shall be governed by the Status of Force Agreement between the two countries made on 9 May, 1963 (Treaty Series 1963, No. 10) (Australia); T.I.A.S. No. 5349 (US) and the Defence (Visiting Forces) Act 1963.
- b. the status of members of the Australian Army while in the US shall be governed by the provisions of the Service Courts of Friendly Foreign Forces Act (22 United States Code ss 701-706) and Presidential Proclamation 3631 on Service Courts of Friendly Foreign Forces within the United States.[¹]

ARTICLE XI – DISCIPLINE

Personnel participating in the exchange program will comply with the regulations, orders, instructions and customs of the host force in so far as they are applicable. Personnel committing an offence

¹ Should read "Proclamation 3681". 30 Fed. Reg. 13049.

under the laws (regulations) of either the parent or the host force may be withdrawn from the exchange program with a view toward such appropriate administrative or disciplinary action to be taken by the parent force as it may consider necessary. Disciplinary action however, shall not be taken by the host force against personnel of the parent force.

ARTICLE XII - CHANNELS OF COMMUNICATION

Direct liaison and co-ordination is authorized between host and parent units when so designated for a specific exchange.

ARTICLE XIII - CANCELLATION, POSTPONEMENT OR SUBSTITUTION

Cancellation, postponement or substitution of a specific unit exchange will be as mutually agreed between the host and parent force.

ARTICLE XIV - AMENDMENTS AND TERMINATION

This Memorandum of Understanding may be amended by written agreement between the parties hereto. It may be terminated by either party effective sixty days after written notice has been given by one party to the other, or in an emergency, by immediate notice.

FOR THE AUSTRALIAN ARMY FOR THE UNITED STATES
ARMY

NOEL R CHARLESWORTH

(N. R. Charlesworth)

Brigadier

Date: 4 Nov 76

CHARLES R. SNIFFIN

(Charles R. Sniffin)

Major General

4 Nov 76

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10112

DEFENSE

Use of RAAF Base Darwin

LL RR

**Agreement Between the
UNITED STATES OF AMERICA
and AUSTRALIA**

**Effected by Exchange of Notes
Dated at Canberra March 11, 1981**

AUSTRALIA

Defense: Use of RAAF Base Darwin

*Agreement effected by exchange of notes
Dated at Canberra March 11, 1981;
Entered into force March 11, 1981.*

91-324 O-82

(1)

TIAS 10112

The Australian Department of Foreign Affairs to the American Embassy



CH099032

694/1/2

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to recent discussions between representatives of the two Governments concerning the proposal by the United States for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin, and the terms under which the proposed operations might proceed.

Subject to the terms and conditions specified below, the Government of Australia agrees to USAF use of RAAF Base Darwin for these staging operations:

- (I) The B-52 staging operations shall be for sea surveillance in the Indian Ocean area and for navigation training purposes. The agreement of the Government of Australia shall be obtained before the facilities are used in support of any other category of operations.
- (II) The operations shall consist of periodic deployments through Darwin of up to three B-52 and six KC-135 aircraft, supported by about 100 USAF personnel and associated equipment. En route to or from Darwin the B-52s may conduct low-level navigation training over Australia on the basis of the arrangements announced by the Australian Minister for Defence on 3 February 1980.
- (III) Staging may include the stationing at RAAF Base Darwin of some US support personnel and equipment if requested. The support personnel would remain under US command and the RAAF would provide mutually agreed levels of logistic and administrative support.

TIAS 10112

(IV) The Status of Forces Agreement of 9 May 1963^[1] would apply.

(V) Irrespective of financial arrangements agreed between the two Governments, RAAF Base Darwin shall remain an Australian facility under Australian control.

(VI) No circumstances arising from this Agreement shall affect the title of the Government of Australia to the relevant land, or the pre-existing authority of the Government of Australia in the use of RAAF Base Darwin.

(VII) Arrangements shall be made for consultations to ensure that the Government of Australia has full and timely information about strategic and operational developments relevant to B-52 staging operations through Australia.

(VIII) In considering whether to agree to any request for alteration of the terms of this Agreement the Government of Australia shall give weight to its international commitments and policies relating inter alia to the Treaty on the Non-Proliferation of Nuclear Weapons,^[2] to Australia's commitments under the Security Treaty between Australia, New Zealand and the United States of America signed at San Francisco on 1 September 1951,^[3] to the common objective of deterrence of Soviet military expansion and to its understanding of US strategic and operational policies and activities as derived from the consultations under sub-paragraph VII above.

The Department of Foreign Affairs has the honour to propose that, if these terms and conditions are acceptable to

¹ TIAS 5349; 14 UST 506.

² Done July 1, 1968. TIAS 6839; 21 UST 483.

³ TIAS 2493; 3 UST 3420.

the Government of the United States of America, this Note, together with the Embassy's reply, shall constitute an agreement between the two Governments. The Department further proposes that the agreement shall enter into force on the date of the Embassy's reply and that it shall continue in force until terminated on one year's notice in writing by either Government.

The Department of Foreign Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.



CANBERRA ACT
11 March 1981

*The American Embassy to the Australian Department of Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 38

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs and has the honor to acknowledge receipt of the Department's Note Number CH099032, dated March 11, 1981, concerning the proposal for the staging of United States Air Force B-52 aircraft and associated KC-135 tanker aircraft through Royal Australian Air Force Base Darwin and the terms under which the proposed operations might proceed.

The Government of the United States of America accepts the terms and conditions for the use of Royal Australian Air Force Base Darwin specified in the Department's Note and concurs that the Department's Note, together with the Embassy's reply, shall constitute an agreement between the two Governments effective as of the date of this Note.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.



Embassy of the United States of America
Canberra, March 11, 1981.

TIAS 10112

U.S. GOVERNMENT PRINTING OFFICE : 1982 O-91-324

NEW ZEALAND

MUTUAL DEFENSE ASSISTANCE

TIAS 2590
June 19, 1952

Agreement effected by exchange of notes signed at Washington June 19, 1952; entered into force June 19, 1952.

The Secretary of State to the New Zealand Ambassador

DEPARTMENT OF STATE
WASHINGTON

June 19, 1952.

EXCELLENCY:

I have the honor to refer to my note of July 26, 1951 ^[1] declaring New Zealand eligible to receive from the Government of the United States of America reimbursable military assistance under the provisions of Section 408 (e) of the Mutual Defense Assistance Act of 1949, as amended, and stating that certain assurances would be required from the New Zealand Government before any transactions pursuant to this determination could be completed. It is the purpose of this note to furnish Your Excellency with the following revised list of assurances replacing those set forth in my note of July 26:

63 Stat. 720.
22 U. S. C. § 1530.

59 Stat. 1031.

Ante, p. 3420.

1. The Government of New Zealand, in accordance with the purposes and principles of the Charter of the United Nations and having regard to the Security Treaty between Australia, New Zealand, and the United States of America, agrees to make effective use of any equipment, materials or services acquired under this agreement to maintain and develop its capacity to resist armed attack. The Government of New Zealand further agrees that it will give sympathetic consideration to requests for equipment and materials, services, or other assistance, consistent with the Charter of the United Nations, to be furnished to the United States or to and among other nations eligible for assistance under the Mutual Defense Assistance Act.

2. The Government of New Zealand will not relinquish title to or possession of any equipment and materials, information or services furnished under Section 408 (e) of the Mutual Defense Assistance Act of 1949, as amended, without the consent of the United States Government.

3. The Government of New Zealand will protect the security of any article, service or information furnished under Section 408 (e) of the Mutual Defense Assistance Act of 1949, as amended.

¹ Not printed.

4. The Government of New Zealand understands that, prior to the transfer of any item or the rendering of any service under this Act, the United States Government retains the right to terminate the transaction.

5. The Government of New Zealand is prepared to accept terms and conditions of payment for any item or service which may be furnished under this Act, which are in accord with the provisions of Section 408 (e) (2) of this Act.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of New Zealand, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

His Excellency

LESLIE KNOX MUNRO,

Ambassador of New Zealand.

The New Zealand Ambassador to the Secretary of State

NEW ZEALAND EMBASSY

WASHINGTON 8, D. C.

19 June 1952

SIR,

I have the honour to acknowledge the receipt of your note of today's date in which, after referring to your note of 26 July 1951 declaring New Zealand eligible to receive from the Government of the United States of America reimbursable military assistance under the provisions of Section 408 (e) of the Mutual Defence Assistance Act 1949, as amended, you set out certain assurances that would be required from the New Zealand Government before any transactions pursuant to this determination could be completed.

I have been authorised to inform you that the Government of New Zealand accepts the undertakings enumerated in your note, namely:

1. The Government of New Zealand, in accordance with the purposes and principles of the Charter of the United Nations, and having regard to the Security Treaty between Australia, New Zealand and the United States of America, agrees to make effective use of any

equipment, materials or services acquired under this agreement to maintain and develop its capacity to resist armed attack. The Government of New Zealand further agrees that it will give sympathetic consideration to requests for equipment and materials, services, or other assistance, consistent with the Charter of the United Nations, to be furnished to the United States or to and among other nations eligible for assistance under the Mutual Defence Assistance Act.

2. The Government of New Zealand will not relinquish title to or possession of any equipment and materials, information or services furnished under Section 408 (e) of the Mutual Defence Assistance Act of 1949, as amended, without the consent of the United States Government.

3. The Government of New Zealand will protect the security of any article, service or information furnished under Section 408 (e) of the Mutual Defence Assistance Act of 1949, as amended.

4. The Government of New Zealand understands that, prior to the transfer of any item or the rendering of any service under this Act, the United States Government retains the right to terminate the transactions.

5. The Government of New Zealand is prepared to accept terms and conditions of payment for any item or service which may be furnished under this Act, which are in accord with the provisions of Section 408 (e) (2) of this Act.

I have the honour to confirm that your note together with this reply constitute an agreement between the Government of New Zealand and the Government of the United States of America to enter into force on this day.

Accept, Sir, the assurances of my highest consideration.

L K MUNRO

The Honorable
THE SECRETARY OF STATE,
Washington, D. C.

NEW ZEALAND

Sale of Military Equipment, Materials, and Services: Assurances

Agreement modifying the agreement of June 19, 1952.

Effectuated by exchange of notes

Signed at Wellington March 25, 1960;

Entered into force March 25, 1960.

*The American Ambassador to the New Zealand Minister of External
Affairs*

No. 64

WELLINGTON, March 25, 1960

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Washington on June 19, 1952.^[1] It is the understanding of my Government that Your Excellency's Government considers the assurances contained in that Agreement regarding transactions under the Mutual Defense Assistance Act of 1949,^[2] as amended, to be applicable also to equipment, materials, information and services furnished under the Mutual Security Act of 1954,^[3] that Act as amended from time to time, and such other applicable United States laws as may come into effect.

I should appreciate it if Your Excellency's Government would confirm the understanding of my Government as stated above. In that event I have the honor to suggest that this Note and your reply thereto be regarded as constituting an agreement to modify the Agreement of June 19, 1952 accordingly.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANCIS H. RUSSELL

His Excellency
Right Honorable
WALTER NASH, C.H.,
Minister of External Affairs,
Wellington.

¹ TIAS 2590; 3 UST, pt. 3, p. 4408.

² 63 Stat. 720; 22 U.S.C. § 1580 note.

³ 68 Stat. 839; 22 U.S.C. § 1851.

*The New Zealand Minister of External Affairs to the American
Ambassador*

OFFICE OF THE MINISTER OF EXTERNAL AFFAIRS,
WELLINGTON.

25 March 1960

EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of today's date, the text of which is as follows:

"I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Washington on June 19, 1952. It is the understanding of my Government that Your Excellency's Government considers the assurances contained in that Agreement regarding transactions under the Mutual Defense Assistance Act of 1949, as amended, to be applicable also to equipment, materials, information and services furnished under the Mutual Security Act of 1954, that Act as amended from time to time, and such other applicable United States laws as may come into effect.

I should appreciate it if Your Excellency's Government would confirm the understanding of my Government as stated above. In that event I have the honor to suggest that this Note and your reply thereto be regarded as constituting an agreement to modify the Agreement of June 19, 1952 accordingly."

I have the honour to inform you that the Government of New Zealand confirms the understanding of your Government as stated above, and regards your Note and my present reply as constituting an agreement to modify the Agreement of 19 June 1952 accordingly.

Accept, Excellency, the renewed assurances of my highest consideration.

W. NASH
Minister of External Affairs

His Excellency Mr FRANCIS H. RUSSELL,
*Ambassador of the United States
of America,
Wellington.*

TIAS 4450

NEW ZEALAND

Reciprocal Advance of Funds for Temporary
Support of Armed Forces Personnel

*Agreement effected by exchange of notes
Signed at Wellington September 3, 1969;
Entered into force September 3, 1969.*

*The American Ambassador to the Minister of External Affairs
of New Zealand*

No. 77

WELLINGTON, September 3, 1969

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a reciprocal arrangement under which, in certain circumstances, either of our respective armed forces would advance funds to units or personnel of the other for their temporary support. On the basis of those discussions, I am authorized to propose an Agreement in the following terms:

(1) When units or personnel of either the New Zealand or United States armed forces find themselves separated from their parent units and without adequate financial support, but in contact with the armed forces of the other State, cashiers, disbursing officers or an individual member of the separated force may request funds from the appropriate area commander of the armed forces of the other State, or his designated representative, for the purpose of disbursing pay and allowances or purchasing necessary supplies and services.

(2) The responsible authorities of the State receiving such a request, after satisfying themselves that adequate resources and services are available to them and that the financial resources or services of the requesting force are unavailable or inadequate, will honor such request. Requests will be approved on a case-by-case basis. Where circumstances permit, the eligibility of the requesting force or individual to receive funds in the sum requested will be verified. The absence of such verification will not affect the obligation to effect reimbursement under para (5) below.

(3) The funds may be advanced in either New Zealand or United States currency, or the currency of the area in which the forces may

(2839)

TIAS 6755

be located, or in any other available currency acceptable to the receiving force.

(4) The cashier, the disbursing officer, or the personnel of the force who receive funds pursuant to this Agreement will provide a receipt for the funds advanced. Such receipt shall be substantially in the form prescribed in the Annex to this Agreement.

(5) The authorities of the force advancing the funds will be reimbursed upon presentation of the receipt to the designated settlement officer of the other State. Normally, reimbursement will be made in the currency which was advanced; however, where mutually acceptable, reimbursement may be made in another currency. In any case, reimbursement will be made at a rate of exchange which is not less favorable to the advancing State than that which existed at the time of the advance. Whenever possible, settlement of accounts shall be made within 30 days of the advance.

(6) This agreement shall continue in force until three months after the receipt by either State of written notice of the intention of the other to terminate it. Such termination shall not, however, derogate from the due performance of any obligations incurred under this Agreement and outstanding at the time of termination of the Agreement.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments which will enter into force on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN F. HENNING

The Right Honorable
KEITH J. HOLYOAKE, C.H., M.P.
Minister of External Affairs
Wellington

ANNEX

RECEIPT

(Date)

In accordance with the provisions of paragraph (4) of the Agreement Between the United States of America and New Zealand for the Reciprocal Advance of Funds for the Temporary Support of Person-

TIAS 6755

nel of Their Armed Forces, signed at Wellington on September 3, 1969,
the undersigned hereby acknowledges receiving

_____ (amount and type of currency)
this date from _____ (Name) _____ (Rank)
_____ for (purpose):
(Organization)

The official rate of exchange for the currency advance is \$ _____
to _____

(Name)	(Rank)	(Serial No.)
(Title)	(Organization)	(Country)

The Prime Minister of New Zealand to the American Ambassador

PRIME MINISTER

WELLINGTON

NEW ZEALAND

3 September 1969

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of today's date, together with the Annex attached thereto, the texts of which read as follows:

"I have the honor to refer to recent discussions between representatives of our two Governments concerning a reciprocal arrangement under which, in certain circumstances, either of our respective armed forces would advance funds to units or personnel of the other for their temporary support. On the basis of those discussions, I am authorized to propose an Agreement in the following terms:

(1) When units or personnel of either the New Zealand or United States armed forces find themselves separated from their parent units and without adequate financial support, but in contact with the armed forces of the other State, cashiers, disbursing officers or an individual member of the separated force may request funds from the appropriate area commander of the armed forces of the other State, or his designated representative, for the purpose of disbursing pay and allowances or purchasing necessary supplies and services.

TIAS 6755

(2) The responsible authorities of the State receiving such a request, after satisfying themselves that adequate resources and services are available to them and that the financial resources or services of the requesting force are unavailable or inadequate, will honor such request. Requests will be approved on a case-by-case basis. Where circumstances permit, the eligibility of the requesting force or individual to receive funds in the sum requested will be verified. The absence of such verification will not affect the obligation to effect reimbursement under para (5) below.

(3) The funds may be advanced in either New Zealand or United States currency, or the currency of the area in which the forces may be located, or in any other available currency acceptable to the receiving force.

(4) The cashier, the disbursing officer, or the personnel of the force who receive funds pursuant to this Agreement will provide a receipt for the funds advanced. Such receipt shall be substantially in the form prescribed in the Annex to this Agreement.

(5) The authorities of the force advancing the funds will be reimbursed upon presentation of the receipt to the designated settlement officer of the other State. Normally, reimbursement will be made in the currency which was advanced; however, where mutually acceptable, reimbursement may be made in another currency. In any case, reimbursement will be made at a rate of exchange which is not less favorable to the advancing State than that which existed at the time of the advance. Whenever possible, settlement of accounts shall be made within 30 days of the advance.

(6) This Agreement shall continue in force until three months after the receipt by either State of written notice of the intention of the other to terminate it. Such termination shall not, however, derogate from the due performance of any obligations incurred under this Agreement and outstanding at the time of termination of the Agreement.

If the foregoing is acceptable to your Government, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments which will enter into force on the date of your reply.

ANNEX

RECEIPT

(Date)

In accordance with the provisions of paragraph (4) of the Agreement Between the United States of America and New Zealand for

TIAS 6755

the Reciprocal Advance of Funds for the Temporary Support of Personnel of Their Armed Forces, signed at Wellington on September 3, 1969, the undersigned hereby acknowledges receiving

_____ this date from
(amount and type of currency)

(Name)

(Rank)

_____ for (purpose):

(Organization)

The official rate of exchange for the currency advances is
\$_____ to _____.

(Name)

(Rank)

(Serial No.)

(Title)

(Organization)

(Country)"

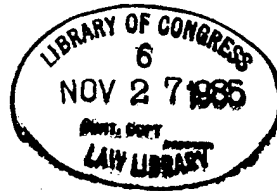
I have the honour to inform you that the proposals contained in your note (and Annex attached thereto) are acceptable to the Government of New Zealand, which regards your note and my present reply as constituting an Agreement between our two Governments, to enter into force on today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

KETH HOLYOAKE

His Excellency,
Mr. JOHN F. HENNING,
*Ambassador of the United States
of America,
Wellington.*

TIAS 6755



DEFENSE

Logistic Support

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and NEW ZEALAND

Signed at Washington and Wellington
May 13 and June 21, 1982

DO NOT
TAKE FROM
LIBRARY



NEW ZEALAND

Defense: Logistic Support

*Memorandum of understanding signed at Washington and
Wellington May 13 and June 21, 1982:
Entered into force June 21, 1982.*

(1)

TIAS 10542

MEMORANDUM OF UNDERSTANDING
ON LOGISTIC SUPPORT
BETWEEN THE GOVERNMENT OF NEW ZEALAND
AND THE GOVERNMENT OF THE UNITED STATES
OF AMERICA

BACKGROUND

1. Basic security relationships between the United States and New Zealand are contained in the Australia, New Zealand, United States (ANZUS) Treaty signed on 1 September 1951.^[*] This Memorandum of Understanding (MOU) supports ANZUS security objectives. The United States has a strong interest in the defense capabilities of Australia and New Zealand. The supply and support of defense materiel by the US makes an important contribution to the capacity of the New Zealand Armed Forces for self-reliant combat capability and thus to the achievement of broad ANZUS interests in the region.
2. The New Zealand Armed Forces are equipped with a range of weapon systems of United States origin. The uninterrupted supply and other logistic support of these items is essential to the operational effectiveness of the New Zealand Armed Forces.
3. In conjunction with New Zealand purchase of modern weapons systems and equipment from the United States, arrangements have been made for peacetime supply and support of the items by the United States¹. These arrangements do not provide specifically for additional support for war or other contingency.

PURPOSE

4. The purpose of this MOU is to set forth policies and guidelines for provision of logistic support to the New Zealand Armed Forces by the United States and to the United States Armed Forces by New Zealand during peacetime, during periods of international tension or in circumstances of armed conflict involving either or both parties.

BASIC SUPPORT POLICY

5. The parties recognise that their national and collective capacity to resist armed attack relies in large measure on the establishment and maintenance in peacetime of defence forces equipped with effective weapons and of plans and arrangements for the timely expansion of those forces should the need arise.

Footnote: 1. Cooperative Logistic Arrangement Relating to the Supply Support of the Armed Forces of New Zealand by the United States Department of Defense (1965).

* TIAS 2493; 3 UST 3420. [Footnote added by the Department of State.]

Their common interests will be advanced with a clear understanding between them about the continued availability to New Zealand from the United States of defence articles and services in situations extending from peacetime through circumstances of armed conflict. A continuing need also exists for mutual arrangements of cooperative exchange of data, production, procurement and logistic support.

6. The parties further acknowledge that practical measures to enhance the foregoing objectives should be consistent with the broad aims of their respective defence policies. New Zealand, although heavily dependent upon an extensive range of defense articles and services procured and supported from the United States, will continue to seek to enhance its independent capacity to produce and support defence materiel.

7. Subject to the provisions of the United States Arms Export Control Act, as amended, [**] International Traffic in Arms Regulations, and related United States legislation the United States accords New Zealand the status of an eligible purchasing country who may procure defense articles and services either from United States Government or commercial sources. New Zealand is also among nations that are extended special considerations under that Act. It will be important to the basic support policies outlined in paragraphs 5 and 6 above that this status be sustained.

SUPPORT ARRANGEMENTS - PEACETIME

8. Subject to U.S. legislation and U.S. DoD releasability policies in effect at that time, the United States will undertake to make available to New Zealand, in peacetime, defense articles and services which are mutually agreed between the parties. The defense articles and services will include:

- a. Weapons systems and equipments.
- b. Spare parts for weapons systems and equipment and other support items.
- c. Munitions, ammunition and other explosives.
- d. Modification kits.
- e. Test equipment.
- f. Manufacturing tooling, specialized materials and advice.
- g. Manufacturing data.
- h. Publications and film.
- i. Technical Data Packages.
- j. Technical assistance services.
- k. Training.
- l. Repair services.
- m. Transportation services.
- n. Contract Administration services.
- o. Codification services.

**82 Stat. 1320; 22 U.S.C. § 2751. [Footnote added by the Department of State.]

- i. Provision of cataloguing and technical data, manufacturing information and training material to assist New Zealand in enhancing its internal logistic support capability for defense articles of United States origin.

PROCEDURES

- 11. a. Supply Support - To the extent permitted by U.S. legislation, existing peacetime Cooperative Logistics Supply Support Arrangements (CLSSAs) between the United States and New Zealand will continue in force during periods of international tension or in circumstances of armed conflict involving either or both parties. Quantities of material requisitioned may be increased to meet demands. Such increases will be subject to materiel availability, procurement/production leadtimes and competing requirements/commitments of the United States Armed Forces.
- b. Weapon Systems and Munitions - During periods of international tension or in circumstances of armed conflict involving either or both parties the United States will endeavour to continue the delivery of all weapons, equipment and munitions that have been ordered by New Zealand under Foreign Military Sales. Subject to its laws and regulations, the United States will also receive and endeavour to fill orders for additional weapons and munitions required by New Zealand consistent with United States requirements for the same materiel. If New Zealand desires to have selected items of weapons and munitions available in advance of normal leadtimes these should be the subject of special Foreign Military Sales arrangements to be worked out as far as practicable in peacetime. Options include measures such as prestockage, advance procurement of long leadtime components, and use of substitute items.
- c. Other Support - To the extent that New Zealand anticipates requirements for the United States to provide other logistic support such as airlift, sealift, maintenance or storage, these needs should be identified and advance planning accomplished as far as practicable in peacetime.

PRIORITIES

- 12. New Zealand is included in the Uniform Materiel Movement and Issue Priority System of the United States Department of Defense. Force Activity Designators (FADs) are assigned under this system by the United States Joint Chiefs of Staff (JCS). FADs will be adjusted as appropriate during periods of international tension or in circumstances of armed conflict involving

either or both parties. In assigning FADs to the New Zealand Armed Forces the United States Joint Chiefs of Staff will take into account any views on priorities communicated to the United States Department of Defense by the New Zealand Ministry of Defence.

13. With regard to New Zealand purchases of United States origin defense articles and services through direct commercial channels, the USG will endeavor to assist in the expediting of export licenses and transportation services. In the event commercial sources are unable to meet the timetable required by New Zealand there will be consultation between the United States Department of Defense and the New Zealand Ministry of Defence to explore alternative means for meeting the New Zealand need.

FUNDING

14. All materiel and services provided to New Zealand by the United States Department of Defense under this MOU will be priced on a fully reimbursable basis as required by the United States Armed Export Control Act as implemented by appropriate US Department of Defense regulations including DoD Instruction 7190.3M. All materiel and services provided to the United States by New Zealand under this MOU will also be priced on a fully reimbursable basis.

RECIPROCAL LOGISTIC SUPPORT

15. Subject to United States laws and regulations and the exigencies of war, the United States will make its best endeavours to provide assistance sought by New Zealand to facilitate cooperative logistic support actions between countries in the Southwest Pacific area.

16. Subject to its laws and regulations and the exigencies of war, New Zealand will make its best endeavours to provide to the United States any defence articles or services of the nature described in paragraph 8 which the United States might seek from New Zealand. This could include the refit and maintenance of United States ships, aircraft and equipment in New Zealand, subject to such diplomatic clearances for entry into New Zealand as are agreed between the two governments. It could also include supply to United States forces of general supplies, replenishment items of United States design produced or available in New Zealand, and New Zealand defence articles in United States service. Charges to the USG for any articles or services rendered will be no more than the actual production costs to New Zealand plus administrative and accessorial charges not in excess of the percentages assessed by the USG when furnishing similar supplies and services to New Zealand.

CO-ORDINATION

17. New Zealand will provide the United States the maximum practicable notice of its requirements. The United States will provide New Zealand with the maximum practicable notice of its intentions for the development, production, introduction into service, support and eventual disposal of military equipments of potential interest to the New Zealand Armed Forces. To facilitate this the United States and New Zealand will establish joint machinery for the regular review of equipment plans and programs of potential joint interest.

18. The Minister for Defence of New Zealand and the Secretary of Defense of the United States will each appoint a central point of contact for implementation of this MOU. Review meetings will be held at least once each year to assess progress, resolve problems, discuss issues, and update plans for future actions.

IMPLEMENTATION

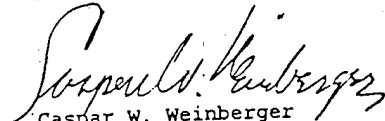
19. This MOU will come into force on the date it is signed by both parties.

20. Procedures and tasks that are required to implement this MOU may be undertaken by the New Zealand Ministry of Defence, including the three New Zealand Armed Services, with the United States Department of Defense or a particular United States Military Service.

Review and Termination

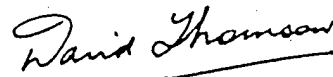
21. This MOU will continue in force for a period of five years from the date of signature and may be renewed for a further period upon mutual consent of both parties. Any changes to the existing legislation, policies or procedures of either country which would require an amendment to the MOU will be brought to the attention of the other party. The MOU may be amended by an exchange of letters between the parties and may be terminated by either party giving the other party not less than 180 days notice.

For and on behalf of the
Government of the United
States

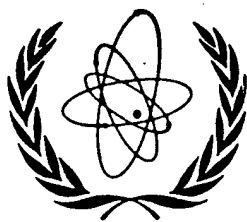

Caspar W. Weinberger
Secretary of Defense

13 MAY 1982

For and on behalf of the
Government of New Zealand


David Spence Thomson
Minister of Defence

21 June 1982



International Atomic Energy Agency

INFORMATION CIRCULAR

INF

Pr. S. S. S.
5/5/86

INFCIRC/331
February 1986

GENERAL Distr.
Original: ENGLISH

SOUTH PACIFIC NUCLEAR FREE ZONE TREATY

1. On 6 August 1985 the South Pacific Forum, a body comprising the independent and self-governing countries of the South Pacific (Australia, the Cook Islands, Fiji, Kiribati, Nauru, New Zealand, Niue, Papua New Guinea, the Solomon Islands, Tonga, Tuvalu, Vanuatu and Western Samoa), endorsed the text of the South Pacific Nuclear Free Zone Treaty and opened it for signature.
2. The attached text of the Treaty with its Annexes was formally communicated to the Director General by the Director of the South Pacific Bureau for Economic Cooperation (SPEC), who has been nominated as Depositary of the Treaty, and is herewith being circulated to all Member States for their information pursuant to a request made by the Director of SPEC.

SOUTH PACIFIC NUCLEAR FREE ZONE TREATY

PREAMBLE

The Parties to this Treaty,

United in their commitment to a world at peace;

Gravely concerned that the continuing nuclear arms race presents the risk of nuclear war which would have devastating consequences for all people;

Convinced that all countries have an obligation to make every effort to achieve the goal of eliminating nuclear weapons, the terror which they hold for humankind and the threat which they pose to life on earth;

Believing that regional arms control measures can contribute to global efforts to reverse the nuclear arms race and promote the national security of each country in the region and the common security of all;

Determined to ensure, so far as lies within their power, that the bounty and beauty of the land and sea in their region shall remain the heritage of their peoples and their descendants in perpetuity to be enjoyed by all in peace;

Reaffirming the importance of the Treaty on the Non-Proliferation of Nuclear Weapons (NPT) in preventing the proliferation of nuclear weapons and in contributing to world security;

Noting, in particular, that Article VII of the NPT recognizes the right of any group of States to conclude regional treaties in order to assure the total absence of nuclear weapons in their respective territories;

Noting that the prohibitions of emplantation and emplacement of nuclear weapons on the seabed and the ocean floor and in the subsoil thereof contained in the Treaty on the Prohibition of the Emplacement of Nuclear Weapons and Other Weapons of Mass Destruction on the Seabed and the Ocean Floor and in the Subsoil Thereof apply in the South Pacific;

Noting also that the prohibition of testing of nuclear weapons in the atmosphere or under water, including territorial waters or high seas, contained in the Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water applies in the South Pacific;

Determined to keep the region free of environmental pollution by radioactive wastes and other radioactive matter;

Guided by the decision of the Fifteenth South Pacific Forum at Tuvalu that a nuclear free zone should be established in the region at the earliest possible opportunity in accordance with the principles set out in the communiqué of that meeting;

Have agreed as follows:

ARTICLE 1

USAGE OF TERMS

For the purposes of this Treaty and its Protocols:

- (a) "South Pacific Nuclear Free Zone" means the areas described in Annex 1 as illustrated by the map attached to that Annex;
- (b) "territory" means internal waters, territorial sea and archipelagic waters, the seabed and subsoil beneath, the land territory and the airspace above them;
- (c) "nuclear explosive device" means any nuclear weapon or other explosive device capable of releasing nuclear energy, irrespective of the purpose for which it could be used. The term includes such a weapon or device in unassembled and partly assembled forms, but does not include the means of transport or delivery of such a weapon or device if separable from and not an indivisible part of it;
- (d) "stationing" means emplantation, emplacement, transportation on land or inland waters, stockpiling, storage, installation and deployment.

ARTICLE 2

APPLICATION OF THE TREATY

1. Except where otherwise specified, this Treaty and its Protocols shall apply to territory within the South Pacific Nuclear Free Zone.
2. Nothing in this Treaty shall prejudice or in any way affect the rights, or the exercise of the rights, of any State under international law with regard to freedom of the seas.

ARTICLE 3

RENUNCIATION OF NUCLEAR EXPLOSIVE DEVICES

Each Party undertakes:

- (a) not to manufacture or otherwise acquire, possess or have control over any nuclear explosive device by any means anywhere inside or outside the South Pacific Nuclear Free Zone;
- (b) not to seek or receive any assistance in the manufacture or acquisition of any nuclear explosive device;
- (c) not to take any action to assist or encourage the manufacture or acquisition of any nuclear explosive device by any State.

ARTICLE 4

PEACEFUL NUCLEAR ACTIVITIES

Each Party undertakes:

(a) not to provide source or special fissionable material, or equipment or material especially designed or prepared for the processing, use or production of special fissionable material for peaceful purposes to:

- (i) any non-nuclear-weapon State unless subject to the safeguards required by Article III.1 of the NPT, or
- (ii) any nuclear-weapon State unless subject to applicable safeguards agreements with the International Atomic Energy Agency (IAEA).

Any such provisions shall be in accordance with strict non-proliferation measures to provide assurance of exclusively peaceful non-explosive use;

(b) to support the continued effectiveness of the international non-proliferation system based on the NPT and the IAEA safeguards system.

ARTICLE 5

PREVENTION OF STATIONING OF NUCLEAR
EXPLOSIVE DEVICES

1. Each Party undertakes to prevent in its territory the stationing of any nuclear explosive device.
2. Each Party in the exercise of its sovereign rights remains free to decide for itself whether to allow visits by foreign ships and aircraft to its ports and airfields, transit of its airspace by foreign aircraft, and navigation by foreign ships in its territorial sea or archipelagic waters in a manner not covered by the rights of innocent passage, archipelagic sea lane passage or transit passage of straits.

ARTICLE 6

PREVENTION OF TESTING OF NUCLEAR
EXPLOSIVE DEVICES

Each Party undertakes:

- (a) to prevent in its territory the testing of any nuclear explosive device;
- (b) not to take any action to assist or encourage the testing of any nuclear explosive device by any State.

ARTICLE 7

PREVENTION OF DUMPING

1. Each Party undertakes:

(a) not to dump radioactive wastes and other radioactive matter at sea anywhere within the South Pacific Nuclear Free Zone;

(b) to prevent the dumping of radioactive wastes and other radioactive matter by anyone in its territorial sea;

(c) not to take any action to assist or encourage the dumping by anyone of radioactive wastes and other radioactive matter at sea anywhere within the South Pacific Nuclear Free Zone;

(d) to support the conclusion as soon as possible of the proposed Convention relating to the protection of the natural resources and environment of the South Pacific region and its Protocol for the prevention of pollution of the South Pacific region by dumping, with the aim of precluding dumping at sea of radioactive wastes and other radioactive matter by anyone anywhere in the region.

2. Paragraphs 1(a) and 1(b) of this Article shall not apply to areas of the South Pacific Nuclear Free Zone in respect of which such a Convention and Protocol have entered into force.

ARTICLE 8

CONTROL SYSTEM

1. The Parties hereby establish a control system for the purpose of verifying compliance with their obligations under this Treaty.

2. The control system shall comprise:

- (a) reports and exchange of information as provided for in Article 9;
- (b) consultations as provided for in Article 10 and Annex 4 (1);
- (c) the application to peaceful nuclear activities of safeguards by the IAEA as provided for in Annex 2;
- (d) a complaints procedure as provided for in Annex 4.

ARTICLE 9

REPORTS AND EXCHANGES OF INFORMATION

1. Each Party shall report to the Director of the South Pacific Bureau for Economic Co-operation (the Director) as soon as possible any significant event within its jurisdiction affecting the implementation of this Treaty. The Director shall circulate such reports promptly to all Parties.

2. The Parties shall endeavour to keep each other informed on matters arising under or in relation to this Treaty. They may exchange information by communicating it to the Director, who shall circulate it to all Parties.

3. The Director shall report annually to the South Pacific Forum on the status of this Treaty and matters arising under or in relation to it, incorporating reports and communications made under paragraphs 1 and 2 of this Article and matters arising under Articles 8(2)(d) and 10 and Annex 2(4).

ARTICLE 10

CONSULTATIONS AND REVIEW

Without prejudice to the conduct of consultations among Parties by other means, the Director, at the request of any Party, shall convene a meeting of the Consultative Committee established by Annex 3 for consultation and co-operation on any matter arising in relation to this Treaty or for reviewing its operation.

ARTICLE 11

AMENDMENT

The Consultative Committee shall consider proposals for amendment of the provisions of this Treaty proposed by any Party and circulated by the Director to all Parties not less than three months prior to the convening of the Consultative Committee for this purpose. Any proposal agreed upon by consensus by the Consultative Committee shall be communicated to the Director who shall circulate it for acceptance to all Parties. An amendment shall enter into force thirty days after receipt by the depositary of acceptances from all Parties.

ARTICLE 12

SIGNATURE AND RATIFICATION

1. This Treaty shall be open for signature by any Member of the South Pacific Forum.
2. This Treaty shall be subject to ratification. Instruments of ratification shall be deposited with the Director who is hereby designated depositary of this Treaty and its Protocols.
3. If a Member of the South Pacific Forum whose territory is outside the South Pacific Nuclear Free Zone becomes a Party to this Treaty, Annex 1 shall be deemed to be amended so far as is required to enclose at least the territory of that Party within the boundaries of the South Pacific Nuclear Free Zone. The delineation of any area added pursuant to this paragraph shall be approved by the South Pacific Forum.

ARTICLE 13

WITHDRAWAL

1. This Treaty is of a permanent nature and shall remain in force indefinitely, provided that in the event of a violation by any Party of a provision of this Treaty essential to the achievement of the objectives of the Treaty or of the spirit of the Treaty, every other Party shall have the right to withdraw from the Treaty.

2. Withdrawal shall be effected by giving notice twelve months in advance to the Director who shall circulate such notice to all other Parties.

ARTICLE 14

RESERVATIONS

This Treaty shall not be subject to reservations.

ARTICLE 15

ENTRY INTO FORCE

1. This Treaty shall enter into force on the date of deposit of the eighth instrument of ratification.

2. For a signatory which ratifies this Treaty after the date of deposit of the eighth instrument of ratification, the Treaty shall enter into force on the date of deposit of its instrument of ratification.

ARTICLE 16

DEPOSITARY FUNCTIONS

The depositary shall register this Treaty and its Protocols pursuant to Article 102 of the Charter of the United Nations and shall transmit certified copies of the Treaty and its Protocols to all Members of the South Pacific Forum and all States eligible to become Party to the Protocols to the Treaty and shall notify them of signatures and ratifications of the Treaty and its Protocols.

IN WITNESS WHEREOF the undersigned, being duly authorized by their Governments, have signed this Treaty.

DONE at Rarotonga, this sixth day of August, One thousand nine hundred and eighty-five, in a single original in the English language.

ANNEX 1

SOUTH PACIFIC NUCLEAR FREE ZONE

A. The area bounded by a line:

- (1) commencing at the point of intersection of the Equator by the maritime boundary between Indonesia and Papua New Guinea;
- (2) running thence northerly along that maritime boundary to its intersection by the outer limit of the exclusive economic zone of Papua New Guinea;
- (3) thence generally north-easterly, easterly and south-easterly along that outer limit to its intersection by the Equator;
- (4) thence east along the Equator to its intersection by the meridian of Longitude 163 degrees East;
- (5) thence north along that meridian to its intersection by the parallel of Latitude 3 degrees North;
- (6) thence east along that parallel to its intersection by the meridian of Longitude 171 degrees East;
- (7) thence north along that meridian to its intersection by the parallel of Latitude 4 degrees North;
- (8) thence east along that parallel to its intersection by the meridian of Longitude 180 degrees East;
- (9) thence south along that meridian to its intersection by the Equator;
- (10) thence east along the Equator to its intersection by the meridian of Longitude 165 degrees West;
- (11) thence north along that meridian to its intersection by the parallel of Latitude 5 degrees 30 minutes North;
- (12) thence east along that parallel to its intersection by the meridian of Longitude 154 degrees West;
- (13) thence south along that meridian to its intersection by the Equator;
- (14) thence east along the Equator to its intersection by the meridian of Longitude 115 degrees West;
- (15) thence south along that meridian to its intersection by the parallel of Latitude 60 degrees South;
- (16) thence west along that parallel to its intersection by the meridian of Longitude 115 degrees East;

INFCIRC/331

Attachment

Annex 1

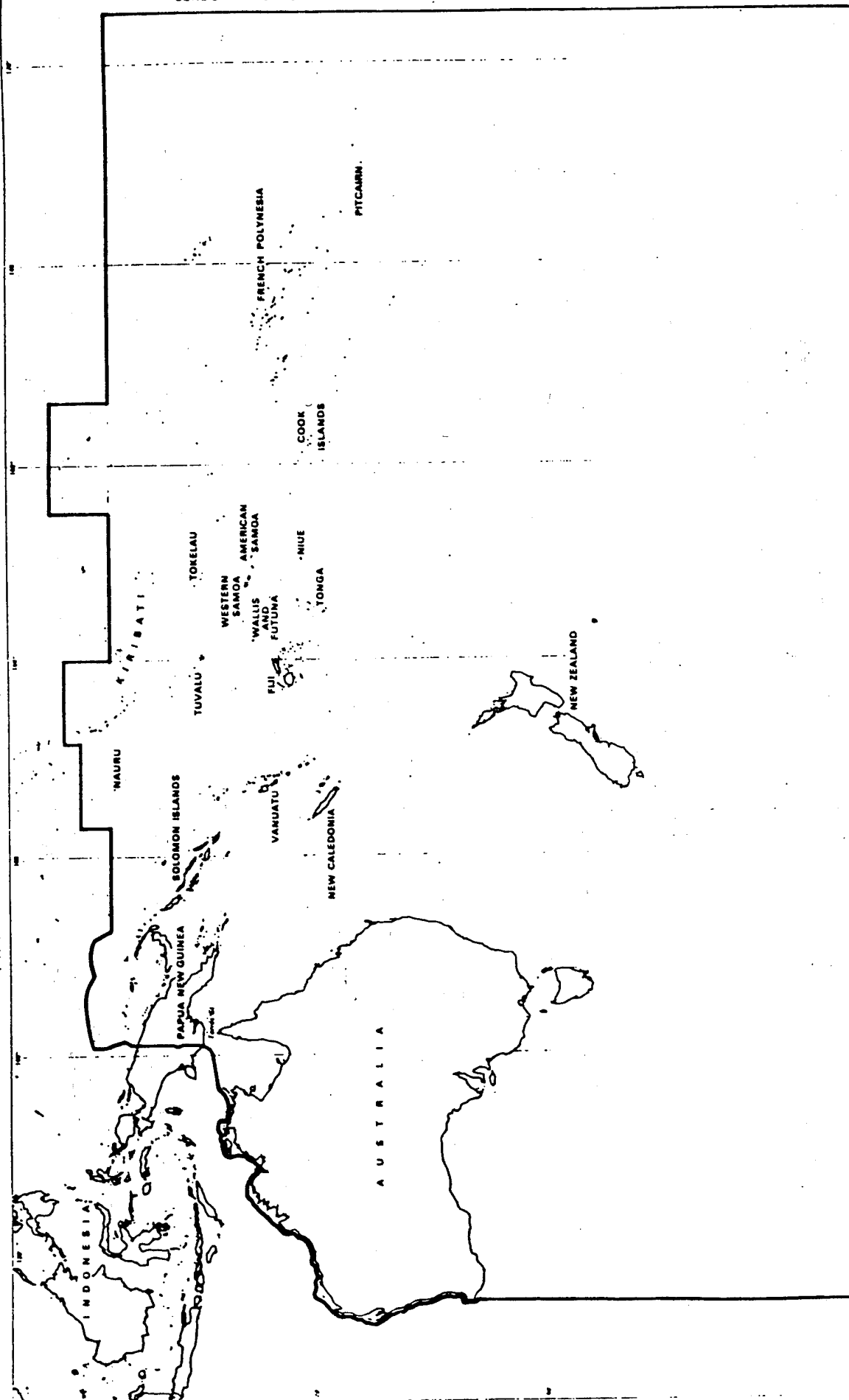
page 2

- (17) thence north along that meridian to its southernmost intersection by the outer limit of the territorial sea of Australia;
- (18) thence generally northerly and easterly along the outer limit of the territorial sea of Australia to its intersection by the meridian of Longitude 136 degrees 45 minutes East;
- (19) thence north-easterly along the geodesic to the point of Latitude 10 degrees 50 minutes South, Longitude 139 degrees 12 minutes East;
- (20) thence north-easterly along the maritime boundary between Indonesia and Papua New Guinea to where it joins the land border between those two countries;
- (21) thence generally northerly along that land border to where it joins the maritime boundary between Indonesia and Papua New Guinea, on the northern coastline of Papua New Guinea; and
- (22) thence generally northerly along that boundary to the point of commencement.

B. The areas within the outer limits of the territorial seas of all Australian islands lying westward of the area described in paragraph A and north of Latitude 60 degrees South, provided that any such areas shall cease to be part of the South Pacific Nuclear Free Zone upon receipt by the depositary of written notice from the Government of Australia stating that the areas have become subject to another treaty having an object and purpose substantially the same as that of this Treaty.

ZONE OF APPLICATION OF THE TREATY FOR THE PROHIBITION OF NUCLEAR WEAPONS IN LATIN AMERICA

ATTACHMENT TO ANNEX 1 TO THE SOUTH PACIFIC NUCLEAR FREE ZONE TREATY --
ILLUSTRATIVE MAP
(Australian islands in the Indian Ocean, which are also part of the South Pacific Nuclear Free Zone, are not shown)



ANTARCTIC TREATY AREA

ANNEX 2

IAEA SAFEGUARDS

1. The safeguards referred to in Article 8 shall in respect of each Party be applied by the IAEA as set forth in an agreement negotiated and concluded with the IAEA on all source or special fissionable material in all peaceful nuclear activities within the territory of the Party, under its jurisdiction or carried out under its control anywhere.
2. The agreement referred to in paragraph 1 shall be, or shall be equivalent in its scope and effect to, an agreement required in connection with the NPT on the basis of the material reproduced in document INFCIRC/153 (Corrected) of the IAEA. Each Party shall take all appropriate steps to ensure that such an agreement is in force for it not later than 18 months after the date of entry into force for that Party of this Treaty.
3. For the purposes of this Treaty, the safeguards referred to in paragraph 1 shall have as their purpose the verification of the non-diversion of nuclear material from peaceful nuclear activities to nuclear explosive devices.
4. Each Party agrees upon the request of any other Party to transmit to that Party and to the Director for the information of all Parties a copy of the overall conclusions of the most recent report by the IAEA on its inspection activities in the territory of the Party concerned, and to advise the Director promptly of any subsequent findings of the Board of Governors of the IAEA in relation to those conclusions for the information of all Parties.

INFCIRC/331

Attachment
Annex 3

ANNEX 3

CONSULTATIVE COMMITTEE

1. There is hereby established a Consultative Committee which shall be convened by the Director from time to time pursuant to Articles 10 and 11 and Annex 4 (2). The Consultative Committee shall be constituted of representatives of the Parties, each Party being entitled to appoint one representative who may be accompanied by advisers. Unless otherwise agreed, the Consultative Committee shall be chaired at any given meeting by the representative of the Party which last hosted the meeting of Heads of Government of Members of the South Pacific Forum. A quorum shall be constituted by representatives of half the Parties. Subject to the provisions of Article 11, decisions of the Consultative Committee shall be taken by consensus or, failing consensus, by a two-thirds majority of those present and voting. The Consultative Committee shall adopt such other rules of procedure as it sees fit.

2. The costs of the Consultative Committee, including the costs of special inspections pursuant to Annex 4, shall be borne by the South Pacific Bureau for Economic Co-operation. It may seek special funding should this be required.

ANNEX 4

COMPLAINTS PROCEDURE

1. A Party which considers that there are grounds for a complaint that another Party is in breach of its obligations under this Treaty shall, before bringing such a complaint to the Director, bring the subject matter of the complaint to the attention of the Party complained of and shall allow the latter reasonable opportunity to provide it with an explanation and to resolve the matter.
2. If the matter is not so resolved, the complainant Party may bring the complaint to the Director with a request that the Consultative Committee be convened to consider it. Complaints shall be supported by an account of evidence of breach of obligations known to the complainant Party. Upon receipt of a complaint the Director shall convene the Consultative Committee as quickly as possible to consider it.
3. The Consultative Committee, taking account of efforts made under paragraph 1, shall afford the Party complained of a reasonable opportunity to provide it with an explanation of the matter.
4. If, after considering any explanation given to it by the representatives of the Party complained of, the Consultative Committee decides that there is sufficient substance in the complaint to warrant a special inspection in the territory of that Party or elsewhere, the Consultative Committee shall direct that such special inspection be made as quickly as possible by a special inspection team of three suitably qualified special inspectors appointed by the Consultative Committee in consultation with the complained of and complainant Parties, provided that no national of either Party shall serve on the special inspection team. If so requested by the Party complained of, the special inspection team shall be accompanied by representatives of that Party. Neither the right of consultation on the appointment of special inspectors, nor the right to accompany special inspectors, shall delay the work of the special inspection team.
5. In making a special inspection, special inspectors shall be subject to the direction only of the Consultative Committee and shall comply with such directives concerning tasks, objectives, confidentiality and procedures as may be decided upon by it. Directives shall take account of the legitimate interests of the Party complained of in complying with its other international obligations and commitments and shall not duplicate safeguards procedures to be undertaken by the IAEA pursuant to agreements referred to in Annex 2 (1). The special inspectors shall discharge their duties with due respect for the laws of the Party complained of.
6. Each Party shall give to special inspectors full and free access to all information and places within its territory which may be relevant to enable the special inspectors to implement the directives given to them by the Consultative Committee.
7. The Party complained of shall take all appropriate steps to facilitate the special inspection, and shall grant to special inspectors privileges and

INFCIRC/331

Attachment

Annex 4

page 2

immunities necessary for the performance of their functions, including inviolability for all papers and documents and immunity from arrest, detention and legal process for acts done and words spoken and written, for the purpose of the special inspection.

8. The special inspectors shall report in writing as quickly as possible to the Consultative Committee, outlining their activities, setting out relevant facts and information as ascertained by them, with supporting evidence and documentation as appropriate, and stating their conclusions. The Consultative Committee shall report fully to all Members of the South Pacific Forum, giving its decision as to whether the Party complained of is in breach of its obligations under this Treaty.

9. If the Consultative Committee has decided that the Party complained of is in breach of its obligations under this Treaty, or that the above provisions have not been complied with, or at any time at the request of either the complainant or complained of Party, the Parties shall meet promptly at a meeting of the South Pacific Forum.